

Term Sheet
Between the City of Shoreline and Sound Transit
In Anticipation of Future Agreements Related to the Lynnwood Link
Extension Light Rail Project

Background

On November 4, 2008, Central Puget Sound area voters approved the Sound Transit 2 plan, a package of transit improvements and expansions including increased bus service, an expansion of Link light rail, and improved access to transportation facilities. Accordingly, Sound Transit is planning for the expansion of facilities via the Lynnwood Link Extension Project ("LLE Project"), which extends light rail from the Northgate Transit Center to the Lynnwood Transit Center through the City of Shoreline ("City").

On July 26, 2013, Sound Transit, as the "lead agency" for purposes of the LLE project's compliance with the State Environmental Policy Act ("SEPA"), and the Federal Transit Administration ("FTA") for compliance with the National Environmental Policy Act ("NEPA"), released the Draft Environmental Impact Statement ("DEIS") for the LLE project, thereby starting a 60-day public comment period that ended on September 23, 2013. On September 16, 2013, the City provided comments on the DEIS that identified the City's issues and concerns regarding project impacts on the municipality and its residents.

On November 21, 2013, the Sound Transit Board adopted Motion No. M2013-96, identifying the preferred light rail route and station locations for the LLE FEIS. Sound Transit then advanced preliminary engineering work on the preferred alternative and completed a Final Environmental Impact Statement ("FEIS") that included analysis of the preferred alternative as well as all alternatives considered in the DEIS. Sound Transit and the FTA published the FEIS on April 1 and April 3, 2015, respectively. The FEIS included responses to the City's comments on the Draft EIS.

The Sound Transit Board adopted Resolution 2015-05, selecting the route, profile, and stations for the Lynnwood Link light rail extension on April 23, 2015. This action defined and selected the light rail alignment, profile, stations, and associated infrastructure to be built between the Northgate Transit Center and the Lynnwood Transit Center.

This action established the project definition for the FTA and the Federal Highway Administration ("FHWA") NEPA Records of Decision ("ROD"), issued July 10, 2015 and August 31, 2015, respectively. For purposes of this Term Sheet, the term "Project" refers to that portion of the LLE Project, including mitigation identified in each ROD, which is located within the City.

Construction and operation of the LLE project will provide associated benefits to the residents, businesses and visitors in the City and throughout the region.

Sound Transit is a regional transit authority with all powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish Counties. The City owns and operates public rights-of-way, utilities, parks and other infrastructure and improvements within the City that will be impacted by Project improvements. The City is responsible for managing streets and rights-of-way and public utilities within its jurisdiction for a variety of uses and public benefits, including public safety. The City is also responsible for administering land use laws and development regulations that will apply to planning, design, development and operation of the Project. Such development regulations and land use laws, including, but not limited to, the

Growth Management Act, Shoreline Management Act and SEPA, grant the City authority to exercise its land use powers in review of permits related to the Project.

The Project includes the following structures, facilities and project considerations within the City:

- An elevated station, an approximately 500-stall parking garage, and bus transfer facilities will be provided just north of NE 145th Street, east of I-5, and interstate ramps will be reconfigured to accommodate the station, garage and bus facilities.
- A route that will proceed along the east side of I-5 in a combination of retained cut, retained fill and elevated structures, partially in interstate right-of-way and partially on adjacent properties, to NE 185th Street.
- A retained cut station and bus transfer facilities will be provided just north of NE 185th Street, east of I-5.
- An approximately 500-stall parking garage will be provided in interstate right-of-way on the west side of I-5, and pedestrian connections between the station and garage will be improved on or adjacent to the existing NE 185th Street bridge over I-5.
- The route will proceed along the east side of I-5 in a combination of retained cut, retained fill and elevated structures, partially in I-5 right-of-way to the City boundary.
- The NE 145th Street and NE 185th Street stations ("Stations") will be developed with consideration for pedestrian, bus transit, passenger drop-off and pick-up, and bicycle access to link the light rail line with surrounding neighborhoods. Where practical, space for bus passenger and paratransit facilities that facilitate easy transfers and bicycle storage will be provided at or near stations.
- Sound Transit will implement reasonable measures to mitigate significant impacts of construction or operation of the light rail system as identified in the FEIS, and FTA and FHWA RODs, respectively, consistent with Sound Transit Board policy, and will involve local jurisdictions, businesses, community groups, affected institutions and the public in its implementation. In addition, Sound Transit will provide opportunities for affected neighborhoods to have input on the design of the Stations and other project elements to ensure cost-effective, community-sensitive design solutions.
- Sound Transit will continue to work with King County Metro Transit and Community Transit to develop plans for bus feeder service to the Stations, to connect the light rail line to the surrounding communities and encourage Link ridership.
- Sound Transit recognizes the importance of safe and effective pedestrian, bicycle and vehicular access to its facilities. Consistent with Sound Transit's system access policy, Sound Transit will partner with the cities of Seattle, Shoreline, Mountlake Terrace and Lynnwood during project final design to identify and implement appropriate pedestrian, bicycle and vehicular access enhancements to stations focused generally within a quarter mile of the stations.
- Sound Transit and the City ("Parties") agree that the Project with negotiated and identified reasonable and appropriate mitigation, provides substantial benefits to residents, businesses and visitors by connecting the City's residents and regional commuters to regional destinations through a reliable, frequent, high capacity transportation system. The Parties have a joint interest in serving the City and the surrounding region with high quality, convenient public transit as well as ensuring that the Project incorporates design and mitigation measures appropriate to its impacts. The Parties are in the process of negotiating agreements to guide the Project and understand and agree that there are mutual interests outside the scope of the Term

Sheet that may be addressed by separate agreements (e.g., funding agreements, interests involving other parties, ongoing mitigations or rail operations).

1. Term Sheet Purpose:

- 1.1. Confirm the common understanding of the general terms and conditions that the Parties believe are necessary to construct the Project.
- 1.2. Provide a framework for coordination and guidance for negotiations and development of agreements that will set forth the conditions and procedures for the Project's construction, operation and maintenance.
- 1.3. Clarify that any agreements negotiated between the City and Sound Transit will be subject to final approval by the Sound Transit Board and the City Council. This Term Sheet does not bind the parties to specific actions, decisions, or approvals, but rather is a commitment to negotiate such agreements in good faith on matters set out in this Term Sheet.
- 1.4. Clarify that additional terms not addressed in this Term Sheet may be identified, negotiated and included in such agreements.

2. Potential Subjects of Future Agreements:

- 2.1. Record the intent of Sound Transit and City to work cooperatively to support the Project.
- 2.2. Clarify and/or identify the process and timeline for City reviews, approvals, and permit issuance to allow Sound Transit to construct, operate, and maintain the Project within the City.
- 2.3. Identify the appropriate enhancements or improvements and related infrastructure for the Project and determine implementation, funding and schedule requirements for enhancements or improvements to be undertaken by Sound Transit and the City in connection with the Project, including coordination and phasing of Sound Transit and related projects, as well as projects adjacent to the Project.
- 2.4. Establish program management objectives and management protocols to govern the coordination between Sound Transit and the City during the design, construction, and operation of the Project, including protocols to resolve issues related thereto.
- 2.5. Establish and document decisions with regard to the Project and the 145th & 185th Station areas, such as construction phasing, communication with affected business and property owners, coordination of utility relocations, funding partnerships, design features for both stations and garages, and other topics to be determined during the negotiation process.
- 2.6. Consider options to identify and manage surplus property in general and in particular optimizing transit oriented development opportunities, especially around the two stations.
- 2.7. Establish terms and conditions related to the City's granting Sound Transit non-exclusive rights to construct, operate, maintain, and own a light rail transit system within City right-of-way.

3. Project Management and Process:

- 3.1. The Project schedule includes the following major milestones, which are subject to change and will be revisited during ongoing coordination meetings:
- Begin Final Design Q1 2016
 - 30% Station Design Submittal Q3 2016
 - 60% Design Submittal Q4 2016
 - 90% Design Submittal Q3 2017
 - 100% Design Q1 2018
 - Begin construction Q3 2018
 - Start of revenue service 2023
- 3.2. Sound Transit and the City will establish and document a collaborative process for the identification, review and approval of all necessary permits. This process, at a minimum, will establish any pre-permitting design protocols and/or a design review process, staffing resource needs, identification of technical codes pertinent and necessary to Sound Transit station design, permitting procedures, including timeframes for the review of plans, a schedule for regular meetings between Sound Transit and City staff, a list of anticipated permits and agreements that will be required by the City, continued coordination regarding the identified public design review process, and a process for resolving differences.
- 3.3. The City will identify to Sound Transit other projects and infrastructure in the vicinity of the LLE Project that may affect Project planning, design and construction.
- 3.4. Where applicable, Sound Transit will apply best practices and lessons learned from previous design, construction, and operation of Link light rail.
- 3.5. Sound Transit is the "lead agency" for the purposes of the Project compliance for SEPA. The City agrees that the Project has been subject to procedural and substantive SEPA through issuance of the following environmental documents, which comprise the "Project Environmental Documents":
- a. North Corridor Transit Project Alternatives Analysis Report and SEPA Addendum, September 2011;
 - b. Lynnwood Link Extension Project DEIS, July 26, 2013;
 - c. Lynnwood Link Extension Project FEIS, April 1, 2015;
 - d. FTA Record of Decision, July 10, 2015; and
 - e. FHWA Record of Decision, August 31, 2015.
- 3.6. The Parties agree that the LLE Project Environmental Documents will be used by the City unchanged for its review and decisions on permit applications related to the Project, unless otherwise exempted by law or agreement.
- 3.7. Sound Transit's design and construction of the Project is subject to a financial assistance contract between Sound Transit and the FTA. Both parties recognize that the FTA may request changes to agreements to comply with its funding requirements and the Parties agree to consider any such request in good faith.
- 3.8. Sound Transit acknowledges that it has not applied for the required permits for the Project from the City. Sound Transit further acknowledges that the City may desire or need to amend its codes and such amendments are separately subject to SEPA.

- 3.9. Sound Transit and the City will share information in a timely manner and provide notification of issues to one another to resolve problems quickly and efficiently.
- 3.10. Sound Transit and the City will work together in a cooperative fashion to develop a coordination process and protocols for activities involving the Washington State Department of Transportation ("WSDOT"), affected WSDOT-owned facilities or land under WSDOT jurisdiction.
- 3.11. To promote effective intergovernmental cooperation and efficiencies, each Party will designate specific representatives who shall be responsible for coordination of communications between the Parties and shall act as the point of contact for each Party.
- 3.12. Sound Transit and the City will appropriately staff and participate in regularly scheduled meetings to coordinate project details ("Designated Representatives"). The Designated Representatives will identify the appropriate staff and set the meeting schedule.
- 3.13. Sound Transit and the City agree to address the items of mutual interest in Sections 4, 5 and 6 and determine the appropriate course of resolution which may include agreements, plans or permits.

4 Overall Project Management

4.1 Project Management Plan

- 4.1.1 City and Sound Transit will jointly develop a project management plan to be endorsed by both parties that documents the decision-making process for the Project as well as projects that affect or are affected by the Project.
- 4.1.2 City and Sound Transit will jointly develop an appropriate City staffing plan for Project design review and permit approval.

4.2 Construction Management Plan

- 4.2.1 Sound Transit, in coordination with the City, will develop an overall construction phasing plan and shall identify ways to minimize disruption to public services and strategies and responsibilities for public communication during construction, including but not necessarily limited to:

- Haul routes;
- Staging areas;
- Hours of work;
- Communication roles, responsibilities and procedures; and
- Noise.

4.3 Pre-Construction or Pre-Permitting

- 4.3.1 Sound Transit will work with the City to develop a plan or plans which address parking management, multi-modal access improvements, and neighborhood traffic and transportation impact assessments.

4.4 Post Construction

- 4.4.1 City and Sound Transit will work cooperatively to determine maintenance and operations responsibilities that will need to be documented and addressed in a future agreement or plan.

4.5 Dispute Resolution

- 4.5.1 City and Sound Transit will work cooperatively to identify and adopt a process to resolve disputes at the most efficient lowest level possible.

5 Overall Project

5.1 Transportation Facilities

- 5.1.1 Sound Transit and City will coordinate during design to refine existing transportation analysis to determine the final mitigation identified in the ROD.
- 5.1.2 Any further analysis beyond that completed for the FEIS, including but not limited to, issues such as locations of multi-modal access improvements will be the subject of further discussion between Sound Transit and the City.

5.2 Noise

- 5.2.1 Sound Transit will include plans for noise mitigation as part of its design and public outreach process and will consult with City regarding WSDOT wall design process, plans and options early and throughout the design process.

5.3 Stormwater

- 5.3.1 Sound Transit and the City will coordinate to address stormwater pollution prevention and volume control and identify and allocate (if necessary) any appropriate mitigation or improvements as required by all applicable laws and regulations.

5.4 Utility Relocation

- 5.4.1 As part of final design, Sound Transit will consult and coordinate with the City on plans for relocating public utilities.
- 5.4.2 Sound Transit will identify any required private utility relocations and the Parties will discuss available relocation options.

5.5 Trees

- 5.5.1 Develop and implement a tree mitigation plan.

5.6 Design of Ridgecrest Park

- 5.6.1 Coordinate with the City to conduct a design process that will include outreach in adjacent neighborhood to inform the roadway and park design in addition to or in conjunction with ROD mitigation requirements.

5.7 Bike Trail(s)

- 5.7.1 Sound Transit and City will coordinate on possible options to preserve the opportunity for a bike route and facility improvements along the project track way.

6 Station Areas

6.1 Station Design

- 6.1.1 Sound Transit will incorporate City design guidelines, as reasonably feasible.
- 6.1.2 Sound Transit will design stations as consistent with the most current Sound Transit Design Criteria Manual in conjunction with applicable City codes and design guidelines.

6.2 Multi-Modal Access Improvements

6.2.1 During Project design Sound Transit will coordinate with the City to plan, identify and implement appropriate pedestrian, bicycle and vehicular access enhancements and improvements to stations focused generally within a quarter mile of the stations.

6.3 I-5 Overpass Non-Motorized Access at NE 145th Street and NE 185th Street

6.3.1 Sound Transit will coordinate with the City on bicycle and pedestrian improvements to connect the stations across I-5 to the west.

6.4 Parking Garages

6.4.1 Consider feasibility of future potential commercial space or uses.

6.4.2 Consider shared parking with adjacent or nearby facilities, consistent with applicable Sound Transit policy.

6.4.3 Include parking garages in station design review process.

6.4.4 Identify policing, security, and maintenance responsibilities and procedures for stations and garages.

6.5 Design of 195th Street Bridge

6.5.1 Jointly coordinate design of pedestrian bridge and connection to existing city facilities.

7 Agency Representatives

7.1 To promote effective intergovernmental cooperation and efficiencies, each Party shall designate a representative who shall be responsible for coordination of communications between the Parties and shall act as the point of contact for each Party. The Designated Representatives shall communicate regularly to discuss the status of the tasks to be performed, identify upcoming Project decisions and any information or input necessary to inform those decisions, and to identify and resolve any issues or disputes in a timely manner related to the Project.

7.2 The Designated Representatives are as follows:

Sound Transit

John Evans
401 S Jackson St
Seattle, WA 98104
(206) 903-7254
john.evans@soundtransit.org

City of Shoreline

Nytasha Sowers
17500 Midvale Ave N
Shoreline, WA 98133-4905
(206) 801-2481
nsowers@shorelinewa.gov

8. Conclusion and Signature Block

This Term Sheet is intended by the Parties to serve as a non-binding statement of the Parties' current intent with regards to the Project. Sound Transit and the City acknowledge that this Term Sheet is not a complete statement of terms and conditions that will apply to the transactions contemplated herein. If Sound Transit and the City determine it is in their respective best interests to enter into an agreement or agreements at some future date related to the subject matter of this Term Sheet, the terms of those agreements shall govern. The parties also acknowledge that any future agreements would be subject to approval of the City Council and Sound Transit Board and must comply with applicable federal guidelines.

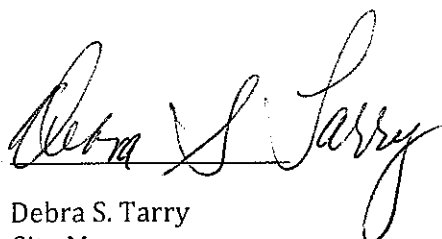
The City and Sound Transit recognize that future agreements will be subject to approval by the City Council and Sound Transit Board and must comply with applicable federal regulations. Additional issues not addressed in this Term Sheet may be identified and included in these future agreements.

SOUND TRANSIT

Peter Rogoff
Chief Executive Officer

Date

CITY OF SHORELINE


Debra S. Tarry
City Manager

1-21-16
Date