

TERM SHEET
BETWEEN THE CITY OF MOUNTLAKE TERRACE AND SOUND TRANSIT
IN ANTICIPATION OF FUTURE AGREEMENTS
RELATED TO THE LYNNWOOD LINK EXTENSION PROJECT

1. Lynnwood Link Extension Project

- A. The Project is a Sound Transit project to extend Link light rail from Northgate Transit Center in Seattle to the Lynnwood Transit Center in Lynnwood. On April 23, 2015, the Sound Transit Board passed Resolution R2015-05 selecting the route, profiles, and station locations for the Project.
- B. The Project offers substantial benefits for the City by connecting the City to regional destinations via a reliable, high frequency transportation option for Mountlake Terrace residents and regional commuters.
- C. 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 Q1 2017
 - 90% Design Submittal Q3 2017
 - 100% Design Q1 2018
 - Begin construction Q3 2018
 - Start of revenue service 2023

2. Purpose of the Term Sheet

- A. The purpose of this Term Sheet is to confirm our common understanding of general terms and conditions that the City of Mountlake Terrace (“City”) and Sound Transit (together, the “Parties”) believe will advance the implementation of the Lynnwood Link Extension (“LLE”) project within the City.
- B. For purposes of this Term Sheet, the term “Project” refers to that portion of the LLE project which is located within the City limits of Mountlake Terrace, including mitigation identified through the Record of Decisions (RODs). The key elements of the Project include the following:
 - Approximately 2.2 miles of elevated and at-grade track located in the Washington State Department of Transportation (WSDOT) and City right-of-way and on public and private property, all within City limits of Mountlake Terrace
 - Elevated light rail station at the Mountlake Terrace Transit Center.

3. SEPA Compliance

- A. Sound Transit published the Final Environmental Impact Statement (“EIS”) for the LLE project on April 1, 2015, and the Federal Transit Administration (“FTA”) issued an environmental Record of Decision (“ROD”) on July 10, 2015, and the Federal Highways Administration (“FHWA”) issued a ROD on August 31, 2015. FEIS LLE project mitigation is described in the FTA and FHWA RODs.
- B. Sound Transit is the “lead agency” for purposes of the Project compliance with the State Environmental Policy Act, RCW Chapter 43.21C (“SEPA”). The City acknowledges that the Project has been subject to procedural and substantive SEPA through issuance of the following environmental documents (the “Project Environmental Documents”), which together with any subsequent environmental documents issued by the lead agency comprise the Project Environmental Documents, incorporated herein by reference:
 - North Corridor Transit Project Alternatives Analysis Report and SEPA Addendum, September 2011
 - Lynnwood Link Extension Project Final EIS (including appendices and technical reports), April 1, 2015
 - FTA Record of Decision, July 10, 2015
 - FHWA Record of Decision, August 31, 2015
- C. Sound Transit acknowledges that it has not applied for required permits for the Project from the City and that the City’s issuance of permits for the Project is an action which may be subject to additional SEPA and mitigation. The parties agree that pursuant to WAC 197-11-600, the Project Environmental Documents will be used by the City unchanged for its review and decisions on permit applications related to the Project, unless otherwise indicated pursuant to WAC 197-11-600(3), notwithstanding that additional information may require further mitigation.
- D. In the event additional Project environmental documentation is required, Sound Transit and the City will coordinate and, depending on which entity prepares the documentation, would provide draft environmental documents and associated mitigation to the other entity for review and comment, prior to finalizing and issuing the environmental documents.
- E. In the event that additional SEPA and/or NEPA environmental documentation is required beyond the Final EIS for Lynnwood Link (April 2015) for project changes including potential Project enhancements for access improvements (as per Sound Transit Board Resolution R2015-05) not currently a part of the project, documentation may be completed and funded by Sound Transit and or the City, to be determined later.

4. Permits and Procedures

- A. Permitting and Development Process and Regulations.
 - Identify applicable permits, procedures and development standards.
 - Concur on applicable versions of development codes and standards, with deference to City codes.

- Clarify the City’s permit process, timeline, and cost for City reviews and approvals for the Project.
 - Consider options for streamlined and/or expedited permit reviews consistent with City codes.
 - Explore options for enhancing Land Use Approval process and providing increased Project negotiation flexibility and efficiencies.
 - Give consideration to support deviations to setbacks, height, and coverage issues where above ground structures are located.
 - Execute a Scope of Work for City Staff-Project Review Team.
 - Determine roles and responsibilities of parties responsible for inspecting and permitting guideway, particularly where it crosses or straddles WSDOT right-of-way lines.
- B. In review of the Project per Mountlake Terrace Municipal Code 19.110.200, Conditional Use Permits (CUPs), the City may identify additional project conditions as necessary to ensure use compatibility within the zoning district and surrounding development, to ensure the Project functions within the scope identified in the EIS, that its impacts are no greater than anticipated in the EIS, and that impacts are fully mitigated as anticipated in the EIS.
- C. Sound Transit will work with the City to ensure that Project is incorporated into the City in a manner that reflects City goals and objectives relative to community design. Confirm with the City the process for public design review in Mountlake Terrace, based on draft process developed in July 2015.

5. Cooperation

- A. The City and Sound Transit have demonstrated a willingness to work together in the generation and refinement of the selected alignment in support of the City’s Comprehensive Plan and Land Use Development Code and Sound Transit’s ST2 Plan.
- B. The City and Sound Transit will continue to cooperate in support of the Project and related capital improvements, including collaborative efforts on design development and consideration of technical information, analyses and other Project-related issues.
- C. The Parties will share information in a timely manner and provide notification of issues to each another to resolve problems quickly and efficiently.
- D. The Parties understand and agree that communication of issues, changes, or problems that arise with any aspect of the work should occur as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.

6. Subjects to be addressed by the City and Sound Transit

Upon execution of this Term Sheet, issues identified in the following sections will be addressed. The resolution of these issues will be documented in subsequent agreements as appropriate and as mutually agreed upon by the City and Sound Transit. This is not an exclusive list of issues, as new ones may arise during the term of the Project.

- A. Program Management. Establish program management objectives and communication protocols to govern the coordination between Sound Transit and the City during the design, construction, and operation of the Project, including protocols for decision-making and dispute resolution.
 - Sound Transit, in coordination with the City, will develop an overall construction phasing plan and shall identify ways to minimize disruption to public services as well as strategies and responsibilities for public communication during construction, including but not necessarily limited to:
 1. Haul routes;
 2. Staging areas;
 3. Hours of work;
 4. Communication roles, responsibilities and procedures; and
 5. Noise.
 - Post Construction: 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.
- B. Transit Way Agreement. Establish terms and conditions of mutual interest to City and Sound Transit in a Transit Way Agreement granting non-exclusive use to Sound Transit to construct, operate, maintain, and own a light rail transit system in the City right-of-way.
- C. City Right-of-Way.
 - Coordinate with City on potential City right of way vacations and possible conversions to pocket parks through the design process.
 - Coordinate with the City and WSDOT to determine whether partnership opportunities exist in terms of the right-of-way leasable area, activities and development within the lease area, and coordination of permitting.
- D. Utility Relocation. Identify amendments to the City plans, documents, and franchise agreements in support of public and/or private utility relocation.
- E. Gateway Development. Coordinate planning efforts with the Gateway Development (east and southeast of the Mountlake Terrace Station site) and determine where partnership opportunities for the City, Sound Transit, and the developer exist.
- F. Gateway Plaza Development. Coordinate with the Gateway Development, the City and Sound Transit on the planning and funding of the Gateway Plaza development (abutting elevated light rail station) and determine where partnership opportunities exist to ensure the plaza's completion (e.g., development agreements, leasable area within WSDOT right-of-way, coordination of grading, coordination of design, permitting, installation of infrastructure, and maintenance).
- G. Parking. Coordinate with the City on implementation of parking-related mitigation outlined in the ROD and as may be addressed in the CUP approval process.
- H. Wetland/Stream Impacts. Coordinate with the City on mitigation for wetland/stream impacts identified in the Project Environmental Documents.

- I. Use of Melody Hill site (220th). Coordinate with the City on future Project-related site uses. Explore means of ensuring site’s use for future development, including Transit Oriented Development (TOD).
- J. Other. Documentation of decisions made by Sound Transit and by the City not addressed in this Term Sheet with regard to local plans implementation, construction phasing, communication with affected business and property owners, coordination of utility relocations, funding partnerships, station design features, and other topics will be determined during the negotiation of any future agreements

7. Agency Representatives

- A. 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.
- B. The Designated Representatives are as follows:

Sound Transit

Gwen McCullough
 401 S Jackson St
 Seattle, WA 98104
 (206) 903-7255
Gwen.McCullough@soundtransit.org

City of Mountlake Terrace

Steve Osguthorpe
 6100 219th St. SW, Suite 200
 Mountlake Terrace, WA
 (425) 744-6207
SOsguthorpe@ci.mlt.wa.us

6. 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 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.

CITY OF MOUNTLAKE TERRACE



Scott Hugill
Mountlake Terrace Interim City Manager




Date

SOUND TRANSIT



Peter Rogoff
Sound Transit Chief Executive Officer



Date