

**PARTNERING AGREEMENT BETWEEN
THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY ("SOUND TRANSIT")
AND THE CITY OF KENMORE
FOR THE BUS RAPID TRANSIT ("BRT") PROGRAM**

GA 0103-18

This Partnering Agreement ("Agreement") is between the Central Puget Sound Regional Transit Authority ("Sound Transit"), a regional transit authority organized under RCW 81.112, and the City of Kenmore ("City"), a Washington municipal corporation, for the purposes set forth below. Sound Transit and the City are collectively referred to hereafter as "the Parties" or individually as a "Party."

RECITALS

WHEREAS, in November 2016, the voters approved the Sound Transit 3 Plan ("ST3 Plan"), which is a high capacity transit system expansion plan that includes a wide variety of projects to be implemented over the next 25 years, including the SR 522/NE 145th Bus Rapid Transit project ("SR 522 BRT") project;

WHEREAS, to meet the challenges of delivering the projects in the ST3 Plan, Sound Transit developed a System Expansion Implementation Plan ("SEIP") that identifies new methods of project development and delivery;

WHEREAS, Sound Transit has refined processes, policies, and organizational structures to support this streamlined project delivery model, and developed new approaches for working with project partners, stakeholders, and local jurisdictions;

WHEREAS, the overall development approach, including phases and key decisions, for the BRT Program is depicted in **Exhibit A**;

WHEREAS, the ST3 Plan and the BRT Program includes the representative SR 522 BRT project ("Project"), which provides for the construction of two BRT station pairs, non-motorized access improvements, and a parking garage within City limits;

WHEREAS, the ST3 Plan information for the Project is attached in **Exhibit B**;

WHEREAS, the principles agreed to in the Partners' Concurrence Document (attached as **Exhibit C**) will apply to the BRT Program in general and the Project in particular;

WHEREAS, the Sound Transit Board of Directors has the sole authority to identify a proposed action for environmental study and subsequently select the project to be built after conclusion of the review phase;

WHEREAS, the City has authority to perform environmental review of the Project under the State Environmental Policy Act ("SEPA") prior to issuing City permits; and

WHEREAS, the timely delivery of the Project is dependent upon close cooperation between the agencies and the Parties wish to memorialize specific commitments from Sound Transit and from the City for the Project.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, it is mutually agreed as follows.

1. PROJECT MANAGEMENT

- 1.1. **Purpose.** With this Agreement, Sound Transit and the City are establishing a common understanding of roles, responsibilities, and schedule and budget imperatives necessary for the timely delivery of the Project within the City.
- 1.2. **Designated Representatives.** Each Party's Designated Representative is identified in **Exhibit D**. Exhibit D also describes the duties to be performed by the City's Designated Representative. Either Party may change its Designated Representative after consultation with the other Party, provided that the new Designated Representative has appropriate qualifications and level of authority to fulfill the expectations of the role.
- 1.3. **Process for Project Reviews.** Project reviews will involve strategies, such as "over the shoulder" reviews, task forces, page-turn meetings, workshops, charrettes, or other forms of engagement that encourage the Parties to engage in early and thorough discussion of Project opportunities, risks, and issues. The Parties will engage in these strategies and engagements and seek to resolve issues before Sound Transit provides formal submittals to the City for review. Unless the Parties otherwise agree to an alternate review schedule in cases of multiple or concurrent reviews, Sound Transit will notify the City twenty-one (21) days in advance of providing a Project review package including draft SEPA documents to the City. Upon receipt of the Project review package, the City will review and return consolidated comments to Sound Transit from all relevant City reviewers within thirty (30) days, but preferably within twenty-one (21) days. Sound Transit will provide the City with a minimum three (3)-month look-ahead schedule of review package submittals, updated regularly; and if there are changes to the schedule, Sound Transit will notify the City promptly, to help the City identify and plan for resources needed to conduct its reviews.
- 1.4. **Decision Making.** The Parties will be transparent in their respective decision-making processes and agree to avoid postponing difficult decisions until a critical deadline. The Parties will discuss upcoming decisions by either Party that may affect Project scope, schedule, or budget, and will strive to reach concurrence before decisions are made.

1.5. Commitment to Project Schedule and Budget

- 1.5.1. **Schedule.** The Parties are mutually committed to meeting key Project milestones. The Parties will regularly review staffing plans and levels of effort to support delivery of the project within the agreed-upon schedule. Accordingly, the Parties will work in good faith toward the target dates identified in the schedule attached as **Exhibit E**.
- 1.5.2. **Budget.** The Parties will facilitate the Project being completed within adopted budget.

2. PROJECT DEVELOPMENT

2.1. Overall Approach to Project Development and Delivery

- 2.1.1. The Sound Transit Board has the sole authority to identify proposed actions for environmental study and subsequently select the Project to be built after conclusion of the environmental review phase. Section VII of the Partners' Concurrence Document, attached as **Exhibit C**, describes generally how the Sound Transit Board will engage the City and other stakeholders in their decision-making process. The overall development approach for the BRT Program is described in **Exhibit A** and indicates key decision points.
- 2.1.2. During Phase 1, identified in **Exhibit A**, Sound Transit will consider Project refinements, which may include alternative sites or site development options for the Project. Upon completion of Phase 1, Sound Transit and the City will develop an agreement or other document to be signed by executive leadership of each Party that memorializes the proposed action, as it pertains to the City, and establishes a commitment to streamline the permitting process.
- 2.1.3. During Phase 2, identified in **Exhibit A**, Sound Transit will complete environmental review of the Project, and the Parties will review development regulations and processes that will likely apply to the Project and identify and document any actions necessary to streamline the permit review process or resolve code conflicts, as further described in Section 5. The Parties will strive to identify the changes and actions that require City Council actions, and the City will provide Sound Transit with schedule information to allow sufficient lead time to implement each change or action before permitting begins. At the conclusion of Phase 2, the Sound Transit Board will identify the Project to be built.
- 2.1.4. After the Sound Transit Board identifies the Project to be built, Sound Transit will begin the Implementation Phase. If appropriate, the Parties

may negotiate and execute agreements necessary to complete right-of-way acquisition, permitting, construction, and/or ownership and maintenance of infrastructure constructed with the Project.

2.2. Addressing Access and Transit Integration, Land Use, Transit-oriented Development, Art, and Sustainability

- 2.2.1. The BRT station, parking facility, and non-motorized improvements, and design decisions will be informed by a balanced commitment to improving customer access from all modes (especially connecting local transit, pedestrian, bicycle, carpools and rideshare services) and facilitating transit-supportive land use and urban form.
- 2.2.2. The Parties will identify priorities for improving customer access to the BRT system, and will identify opportunities to maximize and leverage project transit access-related funding by coordinating with City plans and other funding sources.
- 2.2.3. The Parties will coordinate content and sequencing of their planning activities with regard to the BRT Stations, parking facility, land use, and non-motorized access improvements. This should be done in such a way that both Parties preserve their interests while avoiding duplication of effort or sudden change in direction.
- 2.2.4. The Parties will work together to identify and evaluate opportunities for transit-oriented development near the parking facility or stations, including direct integration of transit facilities with development done by others. The Parties further agree to consider strategies for advancing equitable development outcomes in their planning activities, including but not limited to opportunities for development of affordable housing consistent with Sound Transit's statutory direction on surplus property.
- 2.2.5. Sound Transit and the City recognize that each agency has an art program and budget associated with each respective agency's projects. Both agencies agree to work together to document a process for development, funding, fabrication, and installation of artwork associated with Sound Transit's BRT Program. The process will describe community outreach and provide a design-review path for the artwork. This process may be documented in a future agreement.
- 2.2.6. The Parties will identify and evaluate opportunities for implementing green building and infrastructure, including certification to third-party standards such as LEED and Greenroads.

3. PROJECT DEFINITION

- 3.1. Representative Project.** The representative Project attached as **Exhibit B** was developed for the ST3 Plan for the purpose of establishing scope, cost estimates, and ridership forecasts. The representative Project will be used to establish the transit mode, corridor, number of stations, and general station locations, non-motorized access, and size of parking facility during the Project's environmental review phase as well as during development of the detailed budgets and schedules. Project development will start with the representative Project as the basis from which to investigate whether and what type of reasonable options should be evaluated. The Parties will identify refinements to the representative Project to be evaluated during Phase 1 to support the goal of early consensus on the proposed action.
- 3.2. Scope Control.** The Parties will follow Sound Transit Board Resolution No. R2009-24 (the "Scope Control Policy") to address requests to enhance the Project scope. Any decisions on scope changes will be memorialized in agreements as mutually determined by the Parties.

4. ENGAGEMENT AND COMMUNICATIONS

- 4.1. Community Engagement and Communication Plan.** The Partners' Concurrence Document, attached as Exhibit C, provides a description of the Community Engagement and Communications Plan with regard to the Project.
- 4.2. Public Communication.** The Parties intend to provide information to the community in an accurate and timely manner and will strive to notify and coordinate with each other in advance of formal press releases, news conferences, or similar public statements concerning the Project. Coordination may include identifying opportunities for joint public statements.

5. STREAMLINED PERMITTING

- 5.1. Code Review.** Sound Transit will coordinate with the City to complete a code review as part of project development to assess compatibility of the Project with the City's Development Code. The City and Sound Transit will identify appropriate actions that could facilitate Project delivery.
- 5.2. Draft Permitting Plan.** Before completion of Phase 1, the Parties will develop a draft Permitting Plan that supports the proposed action and Project schedule.
- 5.2.1.** The draft Permitting Plan will describe the processes intended to facilitate the timely preparation, filing and processing of any required permits, identify City departments with permitting responsibilities, and address the overall strategy for completing land use and/or discretionary

approvals, environmental permits to be issued by the City, and building/trade/ministerial permits.

5.2.2. The draft Permitting Plan will also address the potential or selected delivery method(s) for Project construction and related implications for the permitting process as well as a strategy for closing out permits upon completion of construction and the issuance of necessary certificates of occupancy.

5.2.3. The Parties will develop timelines in the draft Permitting Plan that support the ST3 Plan goals of issuing land use decisions within one hundred twenty (120) days of City acceptance of a complete application and approvals of construction permit decisions within sooner timeframes that includes a “time-clock” process to account for turn-around times for Sound Transit to address comments, clarifications, or necessary revisions.

5.3. **Final Permitting Plan.** Upon completion of the environmental review phase and selection of the Project to be built, the Parties will develop a final Permitting Plan and implement the processes identified in the final Permitting Plan. Implementation actions identified in the final Permitting Plan may be formalized in permitting agreements, development agreements, or other agreements as mutually agreed by the Parties.

5.4. Nothing in this Agreement shall be deemed a waiver of the City’s regulatory authority, review fees, nor a predetermination of Project compliance with applicable codes and regulations.

6. ENVIRONMENTAL REVIEW

6.1. Sound Transit is the lead agency for compliance with the State Environmental Policy Act (“SEPA”). In coordination with the City and other agencies with jurisdiction, Sound Transit will complete the environmental review for the Project in accordance with SEPA. The City, including all relevant departments and divisions, will participate in the environmental review process to ensure that the scope of review, environmental impacts, and appropriate mitigation measures are identified and agreed to during the environmental review process. The goal is for the Parties to work together to ensure that there are no surprises later in the Project permitting process regarding environmental impacts or mitigation measures.

6.2. The City commits to participate in the environmental review process as a Cooperating Agency under the National Environmental Policy Act (“NEPA”) and as a Consulted Agency under SEPA, as appropriate. The City will contribute to the scope, analysis, and review of environmental documents for the Project. The environmental review will cover the City’s issuance of all permits for the Project as well as agreed upon environmental mitigation for Project impacts. The City will use and rely on the Project’s

environmental documents and agreed upon mitigation measures to satisfy its SEPA responsibilities, consistent with WAC 197-11-600.

7. ESSENTIAL PUBLIC FACILITIES

7.1. The Project is an essential public facility (“EPF”) and that the requirements of RCW 36.70A.200 apply. The siting and location of the Project will be consistent with Chapter 36.70A RCW.

8. PLANNING AND MANAGING CONSTRUCTION

8.1. Sound Transit will consider project delivery methods early in Project development and will identify the appropriate project delivery method prior to the Sound Transit Board’s identification of the Project to be built. Sound Transit will evaluate alternative delivery methods for consistency with Project goals and communicate with the City regarding implications of the delivery method on the Project. Multiple Project delivery methods may be deployed depending on construction sequencing needs and differing Project facility requirements. Project delivery methods to be used by Sound Transit may include design-bid-build, general contractor/construction manager, design-build, public private partnerships, partner-led design or construction, or other methods.

9. PROPERTY ACQUISITION

9.1. Temporary and Permanent Property Acquisitions

- 9.1.1. Sound Transit will require use of City rights-of-way to build and operate transit service envisioned in this Project. Sound Transit may also acquire permanent and temporary property rights from private individuals and commercial interests to implement the Project.
- 9.1.2. Sound Transit will consider property acquisition needs, including construction staging and temporary construction easements, early in the project development phase. Sound Transit will assess the risk of potential loss of critical parcels due to imminent property sale or development pressure in the corridor. Parcels at risk of imminent development may be subject to further evaluation and potential suitability for early protective acquisition by Sound Transit.
- 9.1.3. The City’s Designated Representative will notify Sound Transit’s Designated Representative of potential development activities (pre-application or permit requests, etc.) on parcels along the proposed route, once identified.

9.2. Utility Relocation. The City has agreements and franchises with third-party utilities that describe processes and notice requirements associated with requests for relocation of

such facilities for City projects. The Parties will collaboratively develop procedures for ensuring that notices and required plans and specifications are prepared and provided to third party utility providers consistent with all applicable codes and regulations. Likewise, the Parties will collaboratively develop similar procedures and protocols for developing plans for the necessary relocation of utilities owned by the City. The Parties agree that they will discuss and consider Sound Transit payments to the City for the cost of relocation of utilities owned by the City as part of the development of such procedures and protocols. The schedule and timeline for utility relocation is critical to the overall Project schedule.

10. DISPUTE RESOLUTION

- 10.1. The Parties will work cooperatively and in good faith to resolve issues as they arise. Neither Party shall take or join any action in any judicial or administrative forum to challenge the action of the other party associated with this Agreement or the Project, except as set forth herein. The Parties will use their best efforts to prevent and resolve potential sources of conflict at the lowest level possible. Any disputes or questions of interpretation of this Agreement or the performance of either Party under this Agreement that may arise between Sound Transit and the City shall be governed under the dispute resolution provisions in this Section. Cooperation and communication are essential to resolving issues efficiently.

- 10.2. Either Party may refer a dispute to the dispute resolution process by providing written notice of such referral to the other Party's Designated Representative, as shown in **Exhibit D**. The parties will use their best efforts to resolve disputes arising out of or related to this Agreement or the Project using good faith negotiations by engaging in the following dispute resolution process should any such disputes arise:
 - 10.2.1. Level One: Sound Transit's Designated Representative and the City's Designated Representative will meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen days after referral of that dispute to Level One, either Party may refer the dispute to Level Two.

 - 10.2.2 Level Two: Sound Transit's Project HCT Development Director and the City Manager will meet to discuss and attempt to resolve the dispute in a timely manner.

- 10.3. Except as otherwise specified in this Agreement, in the event the dispute is not resolved at Level Two , the Parties are free to seek additional mediation methods at higher levels within Sound Transit and the City, or seek any available legal remedy, up to and including filing suit. At all times prior to resolving the dispute, the Parties will continue to perform any undisputed obligations and make any

undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute. Notwithstanding anything in this Agreement to the contrary, neither Party has an obligation to agree to refer the dispute to mediation nor other form of dispute resolution following completion of Level Two of the process described herein. Such agreement may be withheld for any reason or no reason.

11. GENERAL PROVISIONS

11.1. Duration of Agreement. This Agreement shall take effect on the last date of signature by the Parties as set forth below. This Agreement shall remain in effect until the Project contemplated by this Agreement is completed and open to the public, unless this Agreement is extended by mutual agreement of the Parties pursuant to Section 11.9 or superseded by a future agreement.

11.2. Warranties

11.2.1. By execution of this Agreement, the City warrants that the City has the full right and authority to enter into and perform this Agreement, and that by entering into or performing this Agreement the City is not in violation of any law, regulation, or agreement; and that the execution, delivery and performance of this Agreement by the City has been duly authorized by all requisite corporate action, that the signatory for the City hereto are authorized to sign this Agreement.

11.2.2. By execution of this Agreement, Sound Transit warrants that Sound Transit has the full right and authority to enter into and perform this Agreement, and that by entering into or performing this Agreement Sound Transit is not in violation of any law, regulation or agreement; and that the execution, delivery and performance of this Agreement by Sound Transit has been duly authorized by all requisite corporate action, that the signatory for Sound Transit hereto are authorized to sign this Agreement.

11.3. Administration of Agreement. This Agreement will be jointly administered by Sound Transit's Designated Representative and the City's Designated Representative. Each Party shall be responsible for its own public records and public records requests.

11.4. Assignment and Beneficiaries. Neither Party may assign all or any portion of this Agreement without the express written consent of the other Party. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

- 11.5. **Notices.** Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to the Designated Representative. All notices shall be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other Party's Designated Representative as listed herein.
- 11.6. **Federal Provisions.** Sound Transit's design and construction of the Project may become subject to a financial assistance contract between Sound Transit and the Federal Transit Administration ("FTA") and/or the Federal Highway Administration ("FHWA"). Both Parties recognize that the FTA/FHWA may request a change to this Agreement to comply with its funding requirements.
- 11.7. **No Joint Venture.** No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one Party shall be deemed, or represent themselves to be, employees of any other Party.
- 11.8. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.
- 11.9. **Amendments.** This Agreement may be amended only by a written instrument executed by both Parties. The Designated Representatives may, by mutual agreement, revise or replace the Exhibits as necessary.
- 11.10. **Severability.** In case any term of this Agreement shall be held invalid, illegal, or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.

Each of the Parties has executed this Agreement by having its authorized representative affix his/her name in the appropriate space below and the effective date shall be the last date written below:

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SOUND TRANSIT

CITY OF KENMORE

By: 
Peter M. Rogoff, Chief Executive Officer

By: 
Rob Karlinsey, City Manager

Date: 11-14-18

Date: 10-26-18

Authorized by Motion No. M2018-126

Authorized by City Council on 9/10, 2018

EXHIBIT LIST

- Exhibit A: Overall Approach to Project Development and Delivery
- Exhibit B: ST3 Plan Representative Project Template
- Exhibit C: SR 522/SR 523 Partners' Concurrence Document
- Exhibit D: Designated Representatives and Description of Role
- Exhibit E: Schedule Milestones

**EXHIBIT A
BRT PROGRAM OVERALL APPROACH TO PROJECT DEVELOPMENT AND DELIVERY**

Exhibit A: BRT Overall Approach to Project Development and Key Decisions



Phase 1: Project Refinement

- Community Engagement and Communications Plan Activities
- Proposed action concurrence document

CONCLUSION: BOARD Approves proceeding with conceptual design and environmental review for PROPOSED ACTION

Phase 2: Complete Conceptual Engineering and Environmental Review

- Continued Community Engagement and Communications Plan Activities
- Select project delivery method
- Draft Permitting Plan

CONCLUSION: BOARD SELECTS PROJECT TO BUILD

Implementation Phase

- Permitting actions
- Construction begins
- Pre-Operations testing

Operations

- Facilities open to public/revenue service begins

EXHIBIT B
ST3 PLAN REPRESENTATIVE PROJECT TEMPLATE

- SR 522/SR 523 Bus Rapid Transit

(Included as an Attachment)

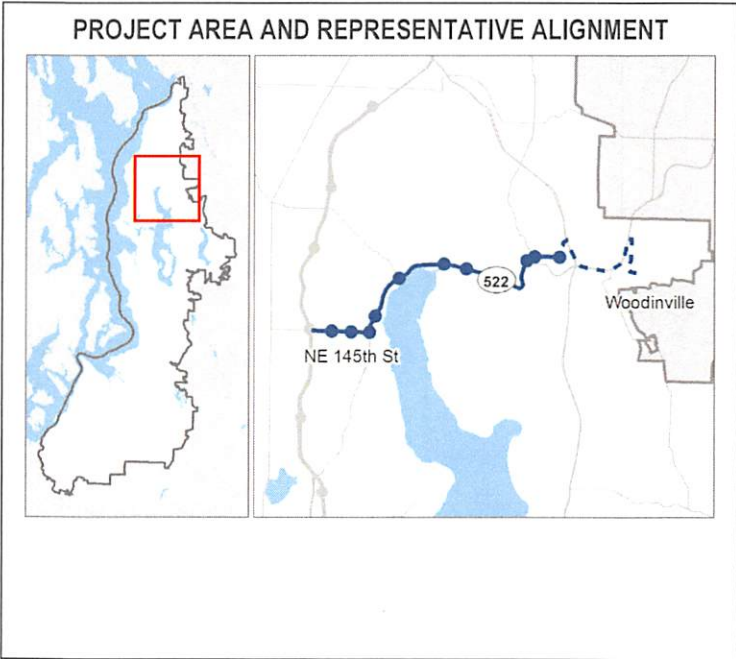
145th and SR 522 Bus Rapid Transit

Subarea	North King
Primary Mode	BRT
Facility Type	Corridor
Length	8 miles
Date Last Modified	July 1, 2016

SHORT PROJECT DESCRIPTION

This 8-mile BRT project would design and implement BRT on NE 145th Street/SR 523 from the Link station at I-5 to SR 522, with BRT treatments continuing on SR 522 to UW Bothell, and with connecting service at lower frequencies to Woodinville. On NE 145th Street, this project would include transit priority spot treatments, with two stations. On SR 522, the majority of the corridor through Lake Forest Park, Kenmore and Bothell will feature BAT lanes to downtown Bothell, and transit priority treatments on arterials to UW Bothell.

Note: The elements included in this representative project will be refined during future phases of project development and are subject to change.



KEY ATTRIBUTES	
REGIONAL LIGHT RAIL SPINE <i>Does this project help complete the light rail spine?</i>	No
CAPITAL COST <i>Cost in Millions of 2014 \$</i>	\$364 — \$389
RIDERSHIP <i>2040 daily project riders</i>	8,000 — 10,000
PROJECT ELEMENTS	<ul style="list-style-type: none"> • Approximately 8 miles of Bus Rapid Transit (BRT) with 9 pairs of stations and an expanded transit center at UW Bothell • Along NE 145th between I-5 and SR 522 (Lake City Way/Bothell Way), sections of the corridor will have bus lanes or queue jumps to reduce transit delays due to traffic, with BRT serving two station pairs on NE 145th Street, as well as a station pair where NE 145th and SR 522 intersect. • On SR 522, BRT will use business access transit (BAT) lanes on SR 522 from NE 145th Street to Bothell, then run on arterials to UW Bothell. Service continues to connect to I-405 BRT service and to Woodinville. The BAT lanes fill in existing "gaps" along SR 522 between NE 145th Street and 96th Avenue NE in Bothell, and add a westbound BAT lane between 98th and 96th Avenues NE • On SR 522, there will be seven pairs of stations, including where SR 522/NE 145th Street intersect, with the other station pairs serving Lake Forest Park, Kenmore, and Bothell • On-street bus transfer point at downtown Bothell, and at an expanded transit center at the UW Bothell • Three 300-space parking garages, located in Lake Forest Park, Kenmore and Bothell • BRT vehicle fleet purchase of 14 coaches (3-door articulated coaches with ST BRT livery) • Peak and off-peak headways from NE 145th Street to UW Bothell: 10 minutes • Peak and off-peak headways between UW Bothell and Woodinville: 20 minutes • Non-motorized access facilities (bicycle/pedestrian) and transit-oriented development (TOD)/planning due diligence (see separate document titled "Common Project Elements")

145th and SR 522 Bus Rapid Transit

KEY ATTRIBUTES	
NOT INCLUDED	<ul style="list-style-type: none">• BRT service west beyond the Lynnwood Link station at NE 145th Street• Capital improvements east of transit center at UW Bothell• Reconstruction of locally funded or completed sections of BAT lane/SR 522 projects in Kenmore and Bothell, as well as right-of-way acquisitions for Bothell's improvements from Kenmore to 96th Avenue NE• See separate document titled "Common Project Elements"• On-going maintenance and repair of BAT lanes, sidewalks, and signalization improvements
ISSUES & RISKS	<ul style="list-style-type: none">• The SR 523/NE 145th Street and SR 522 rights-of-way are constrained, and widening would affect adjacent properties in some areas• Maintaining speed and reliability in areas with high levels of congestion and frequent driveways and cross-streets• To minimize travel time, SR 522 BRT assumes fewer stations than local and existing ST Express service• Leverages prior investments in SR 522 as a major transit corridor• ST2 included a \$5 million (in \$2007) capital contribution toward a transit center and parking garage in the City of Bothell

145th and SR 522 Bus Rapid Transit

Sound Transit developed a conceptual scope of work for this project for the purpose of generating a representative range of costs, both capital and operating; and benefits, including ridership forecasts, TOD potential, multi-modal access and others. This information was developed to assist the Sound Transit Board as it developed the ST3 system plan, including phasing of investments and financial plan, for voter consideration. Final decisions on project elements (e.g., alignment, profile, station locations, and number of parking stalls) will be determined after completion of system planning, project level environmental review, and preliminary engineering during which additional opportunities for public participation will be provided. Therefore, this scope definition should not be construed as a commitment that all representative features will be included in the final developed project.

Long Description:

This project would develop a BRT corridor on NE 145th Street between the Link station at I-5 and SR 522, and continuing on SR 522 to Bothell, on local streets to UW Bothell, with transit service continuing at lower frequencies to Woodinville.

On NE 145th Street (SR 523), BRT features transit priority spot treatments at SR 522/Lake City Way, 15th Avenue NE, and 5th Avenue NE, with BRT serving two station pairs and the NE 145th Street light rail station. On SR 522, the project features capital and service improvements to build on existing and planned local agency improvements to develop outside business access and transit (BAT) lanes along the corridor. Other improvements along SR 522 and downtown Bothell include transit signal priority at intersections, 7 pairs of BRT stations, and an expanded transit center at UW Bothell. Access improvements include 300-space parking garages near Lake Forest Park (1), Kenmore (1) and Bothell (1). There are also improvements to bring sidewalks to current standards where BAT lanes or other street modifications are being added, and there is an allowance for pedestrian and bicycle access improvements in the vicinity of each station.

Assumptions:

- The 145th Street Link Station will accommodate BRT vehicles
- Service span: up to 19 hours of service Monday – Saturday, 17 hours on Sunday
- Operating and Maintenance costs includes service along the NE 145th St/SR 522 corridor as well as connecting service east of the UW Bothell transit center to Woodinville
- For non-motorized station access allowances, the BRT stations are categorized as Suburban stations
- Some or all of the project elements could be implemented by local jurisdictions on behalf of Sound Transit
- The SR 522 section does not presume changes to King County Metro service for this corridor, where several peak period routes currently run
- City of Bothell has funding in place for right-of-way acquisitions needed between Kenmore city line and 96th Avenue NE
- Sections of SR 522 with bus lanes already in place or under construction (Kenmore, Bothell) would not need to be replaced

Environmental:

Sound Transit will complete project-level state and federal environmental reviews as necessary; provide mitigation for significant impacts; obtain and meet the conditions of all required permits and approvals; and strive to exceed compliance and continually improve its environmental performance.

Utilities:

Utility relocation as needed to complete the project, including fiber optics, sewer, water, overhead electric/communications, etc.

Right-of-Way and Property Acquisition:

Property acquisitions at stations and intersections where protected turns or lanes are to be maintained.

Potential Permits/Approvals Needed:

- WSDOT approvals for modifications to state routes
- Agreements with King County Metro for use of Kenmore park-and-ride for structured parking
- Agreements with UW Bothell for modifications within campus area
- Building permits: Electrical, Mechanical, Plumbing
- Utility connection permits
- Construction-related permits (clearing and grading, stormwater management, street use, haul routes, use of city right-of-way)
- Land use approvals (Conditional use, design review, site plans, Comprehensive Plan or development code consistency, Special Use Permits)
- All required local, state, and federal environmental permits
- NEPA/SEPA and related regulations

145th and SR 522 Bus Rapid Transit

Project Dependencies:

- Completion of Lynnwood Link Extension station at NE 145th Street
- New bus operations and maintenance facility (cost included in separate project template)

Potential Project Partners:

- WSDOT
- Cities of Seattle, Shoreline, Lake Forest Park, Kenmore, Bothell, and Woodinville
- FHWA
- King County
- FTA
- UW Bothell
- Transit partners serving project corridor: King County Metro, Community Transit

145th and SR 522 Bus Rapid Transit

Cost:

Sound Transit developed a conceptual scope of work for this project for the purpose of generating a representative range of costs, both capital and operating; and benefits, including ridership forecasts, TOD potential, multi-modal access and others. This information was developed to assist the Sound Transit Board as it developed the ST3 system plan, including phasing of investments and financial plan, for voter consideration. Final decisions on project elements (e.g., alignment, profile, station locations, and number of parking stalls) will be determined after completion of system planning, project level environmental review, and preliminary engineering during which additional opportunities for public participation will be provided. Therefore, this scope definition should not be construed as a commitment that all representative features will be included in the final developed project.

In Millions of 2014\$

ITEM	COST	COST WITH RESERVE
Agency Administration	\$19.50	\$20.87
Preliminary Engineering & Environmental Review	\$10.31	\$11.03
Final Design & Specifications	\$19.13	\$20.46
Property Acquisition & Permits	\$54.78	\$58.62
Construction	\$195.09	\$208.74
Construction Management	\$17.21	\$18.42
Third Parties	\$4.63	\$4.95
Vehicles	\$23.87	\$25.54
Contingency	\$19.13	\$20.46
Total	\$363.64	\$389.10

Design Basis:












Conceptual

The costs expressed above include allowances for TOD planning and due diligence, Sustainability, Bus/rail integration facilities, and Non-Motorized Access. These allowances, as well as the costs for Parking Access included above, are reflected in the following table. Property acquisition costs are not included in the table below, but are included within the total project cost above. For cost allowances that are not applicable for this project, "N/A" is indicated.

ITEM	COST	COST WITH RESERVE
TOD planning and due diligence	\$1.55	\$1.66
Sustainability	N/A	N/A
Parking access	\$47.00	\$50.29
Non-motorized (bicycle/pedestrian) access	\$4.72	\$5.05
Bus/rail integration facilities	N/A	N/A

145th and SR 522 Bus Rapid Transit

Evaluation Measures:

MEASURE	MEASUREMENT/RATING	NOTES
 Regional Light Rail Spine <i>Does project help complete regional light rail spine?</i>	No	
 Ridership <i>2040 daily project riders</i>	8,000 — 10,000	
 Capital Cost <i>Cost in Millions of 2014 \$</i>	\$364 — \$389	
 Annual O&M Cost <i>Cost in Millions of 2014 \$</i>	\$15	
 Travel Time <i>In-vehicle travel time along the project (segment)</i>	28 min to/from Bothell 45 min to/from Woodinville	
 Reliability <i>Quantitative/qualitative assessment of alignment/route in exclusive right-of-way</i>	Medium	
 System Integration <i>Qualitative assessment of issues and effects related to connections to existing local bus service and potential future integration opportunities</i>	Medium	Low to medium number of existing daily transit connections
 Ease of Non-motorized Access <i>Qualitative assessment of issues and effects related to non-motorized modes</i>	Medium-Low	Medium to low intersection density providing non-motorized access with large parcels as barriers
	Percent of Non-motorized Access <i>Percentage of daily boardings</i>	25-35%
 Connections to PSRC-designated Regional Centers <i>Number of PSRC-designated regional growth and manufacturing/industrial centers served</i>	None	
 Land Use and Development/TOD Potential <i>Quantitative/qualitative assessment of adopted Plans & Policies and zoning compatible with transit-supportive development within 0.5 mile of potential stations</i>	Medium-Low	Three city centers, but areas with limited support in local and regional plans; 35% land compatibly zoned
	Medium	Moderate Market Support
	<i>Qualitative assessment of real estate market support for development within 1 mile of potential corridor</i>	Pop/acre: 2014: 7; 2040: 9 Emp/acre: 2014: 2; 2040: 4 Pop+Emp/acre: 2014: 9; 2040: 12
 Socioeconomic Benefits <i>Existing minority / low-income populations within 0.5 mile of potential stations</i>	33% Minority; 12% Low-Income	
	<i>2014 and 2040 population within 0.5 mile of potential stations</i>	Pop: 2014: 23,800; 2040: 29,700
	<i>2014 and 2040 employment within 0.5 mile of potential stations</i>	Emp: 2014: 7,700; 2040: 12,300

For additional information on evaluation measures, see <http://soundtransit3.org/document-library>

EXHIBIT C
SR 522/SR 523 BRT PARTNERS' CONCURRENCE DOCUMENT

(Included as an Attachment)

Sound Transit SR 522/523 Bus Rapid Transit (BRT) Project
Partners' Concurrence Document
GA 0176-17

I. INTRODUCTION

- A. The Sound Transit 3 (ST3) high capacity transit system expansion approved by the voters in November 2016 includes a wide variety of projects to be implemented over the next 25 years. Implementing ST3 consistent with the scope, budget, and schedule approved by the voters will require coordination and collaboration by Sound Transit and by its federal, state, and local partners.
- B. To meet the challenges of delivering the ST3 projects, Sound Transit developed a System Expansion Implementation Plan (SEIP) that embraces new alternative methods of working. Sound Transit has refined processes, policies, and organizational structures to support this streamlined project delivery model, and developed new approaches for working with project partners, stakeholders, and local jurisdictions. Additionally, Sound Transit will conduct a robust city and public outreach and stakeholder engagement effort to reach early and durable agreement on project definition, including station locations, access, branding, transit integration, and other project components. The public partner and stakeholder involvement process will be designed to reach key milestones earlier in the project development process, including early identification of the preferred alternative, to achieve the accelerated project delivery schedule.
- C. While the ST3 Plan adds Bus Rapid Transit (BRT) service in two corridors, Interstate 405 (I-405) and SR 522/SR 523, this Partners' Concurrence Document is applicable to the SR522/523 BRT Project only. BRT benefits to Sound Transit riders include:
- **Reliable and frequent**: Service every 10 minutes in the peak and off-peak periods from NE 145th Street to UW Bothell and every 20 minutes in the peak and off-peak between UW Bothell and Woodinville.
 - **Dependable**: Reliable headways with bidirectional service with up to 19 hours of service Monday through Saturday, and up to 17 hours on Sunday.
 - **Accessible**: Stations accessible for all persons including those with disabilities, providing shelter and information on schedules and routes with direct connections to local and regional destinations.
 - **Easily identifiable**: Distinct and consistent branding for stations and vehicles.
- D. This Concurrence Document has been developed to help facilitate the delivery of SR 522/523 BRT. It is intended to broadly describe roles, responsibilities, goals, and expectations for the public agencies participating in the Project. This document and subsequent agreements will help the Parties cooperate effectively, so that revenue service begins on schedule by the end of 2024. Specific roles and responsibilities will be defined in partnership agreements with individual agencies (see section VIII.B.).

II. PARTIES

The Parties are Sound Transit, the Washington State Department of Transportation (WSDOT), King County, and the cities of Bothell, Kenmore, Lake Forest Park, Seattle, Shoreline, and Woodinville.

III. PROJECT INFORMATION

- A. Sound Transit's BRT program development for the I-405 and SR522/523 BRT Projects will involve coordinated planning, design, and implementation of BRT elements, including routes, stations, a bus operations and maintenance facility, vehicle fleet, rider information/technology integration, and branding. The two Projects share several common elements including a bus operation and maintenance facility, BRT station design and functional elements, vehicles purchases, and branding. Other documents and agreements may be developed to separately address the I-405 BRT Project and common elements shared between the two Projects.
- B. The SR 522/523 BRT Project will be developed along the SR 522 and SR 523 corridors, with a western terminus at the future Shoreline South/145th Link station (serving the SR 523/I-5 interchange), then east along SR 523 to the intersection with SR 522 (Bothell Way NE) and continuing along SR 522, 98th Ave. NE, NE 185th St, and Beardslee Blvd to the University of Washington (UW) Bothell campus. BRT service, with limited capital improvements, will be provided from UW Bothell to Woodinville. The cities along this corridor, WSDOT, and Sound Transit have each undertaken previous efforts to develop transit and BRT infrastructure such as Business Access and Transit (BAT) lanes in Kenmore and Bothell and the 145th Multi-modal Corridor Study led by the City of Shoreline in partnership with the parties to this document. Also, in 2016 the cities formed a coalition to promote adding the 522 BRT Project to the ST3 project list.
- C. The ST3 Plan included a "representative alignment" for SR 522/523 BRT, which is a conceptual scope of work and estimated costs for the Project for the purpose of generating preliminary cost and planning data. The representative alignment is attached as Exhibit A. The Project will use general purpose lanes, queue jumps, and existing and new BAT lanes and bus only lanes as well as operational improvements. There are nine station pairs, three 300-stall parking garages, and a transit center planned at UW Bothell/Cascadia College. Depending on location, improvements to rights-of-way will be owned and maintained by WSDOT or the applicable city. Sound Transit will be responsible for ownership and maintenance of transit facility elements (shelters, benches, garages, etc.).

IV. KEY ROLES AND RESPONSIBILITIES

- A. Sound Transit: Serves as the Project lead and is the lead agency for compliance with the State Environmental Policy Act . Sound Transit and its partners will collaborate to identify a preferred alternative prior to initiation of the environmental review process, and to refine it throughout the project development process. The Sound Transit Board of Directors makes final decisions regarding the Project based on environmental review and input from project partners, stakeholders, local jurisdictions, and other public comment. Sound Transit is responsible to fund the design and construction of the SR 522/523 BRT Project and ensure operation and maintenance of SR 522/523 BRT service.

- B. WSDOT: Will have design approval as appropriate for State Routes and may serve as potential construction agent¹.
- C. Cities: Local agencies have in some cases already made significant capital improvements to this corridor to accommodate BRT service. They also have regulatory authority for permitting decisions and design authority for city streets, will collaborate with Sound Transit on design, or may have design approval under agreement with Sound Transit, and may serve as potential design and construction agents. Specific roles and responsibilities will be described in subsequent partnership agreements.
- D. King County: A portion of SR 523 (NE 145th St.) is in unincorporated King County. As a state highway, WSDOT has regulatory authority and maintenance responsibility over King County's portion of the roadway. King County will provide input to design. King County Metro provides transit service along the corridor and will work with Sound Transit to integrate capital and service needs and improvements with the SR 522/523 BRT Project along the corridor.

V. GENERAL GOALS AND EXPECTATIONS

- A. Sound Transit plans to develop, build, and operate BRT in the SR 522/523 corridor.
- B. Sound Transit recognizes that transit facilities and services play an important role in helping communities achieve long-term land use and transportation goals including place-making and downtown planning.
 - 1. For example, Sound Transit recognizes that cities have an interest in the function and design of parking facilities to be developed in this Project in Lake Forest Park, Kenmore, and Bothell. All members of the Project team should collaborate and seek to achieve the best possible architectural and operational solutions.
- C. Sound Transit's services implemented for this Project will be of high quality, consistent with Sound Transit financial plans, and open for service on schedule.
- D. The SEIP establishes timelines for project delivery consistent with the ST3 Plan. To deliver projects within the established timelines, Sound Transit is embracing new ways of organizing internally, as well as new approaches for working with stakeholders, partners, jurisdictions, and the planning, design, and construction contracting communities. It is in the mutual interests of the Parties to meet timelines and deliver quality transit expansion projects on schedule and within budget.
- E. Transparent processes with clear goals, objectives, and decision-making milestones will help ensure success. The Parties will develop a schedule outlining key decision-making milestones, working collaboratively to develop the Project within scope, schedule, and budget.

¹ Guidelines Reached by the Washington State Department of Transportation and the Association of Washington Cities on the Interpretation of Selected Topics of RCW 47.24 and Figures of WAC 468-18-050 for the Construction, Operations and Maintenance Responsibilities of WSDOT and Cities for Such Streets is available at: <http://www.wsdot.wa.gov/NR/rdonlyres/56224677-B5BE-41F4-96C1-01BC88B052C8/0/CityStreets.pdf>

- F. The Parties agree to work cooperatively and in good faith toward resolution of issues in a timely manner.
- G. The Sound Transit financial plan includes funding for the Project representative alignments, including identified costs for preliminary engineering and environmental review, staffing, final design and specifications, planning for transit-oriented development, transit integration, sustainability, station access, property acquisition and relocation, permits, construction, mitigation, and contingencies. Future federal or other grant funding may also be secured.
- H. To ensure effective intergovernmental cooperation and efficient Project review, Sound Transit and the Parties shall each designate staff representative(s) responsible for communication and coordination regarding the Project and to review the work of assigned staff within their organization.
- I. The Parties will strive to ensure that all applicable local, state, and federal requirements are met. The Parties will review development regulations and permit review processes to identify potential code and process changes necessary to streamline the permit review process or resolve code conflicts as mutually agreed. The Parties will strive to identify the changes and actions requiring Executive or Council actions with sufficient lead time to implement the changes or actions before permitting begins.
- J. Recognizing the above principles and the complexities of the tasks involved, the Parties will take steps to provide efficient processes, including but not necessarily limited to:
 - 1. Organize functions to ensure effective communication between team representatives and between teams and the respective organizations.
 - 2. Provide executive oversight and direction to the assigned teams to ensure the performance of assigned elements.
 - 3. Give priority to the reviews and approvals related to the Project, as appropriate and mutually agreed by respective agencies.
 - 4. Evaluate task completion on an ongoing basis to minimize time required to design and construct Project elements.
 - 5. Monitor Project status and tasks on an ongoing basis to keep Project on-track.
 - 6. Identify and implement opportunities for conducting concurrent and streamlined activities to support efficient design and construction phases.
 - 7. Conduct meetings to follow timeline and encourage meaningful input by the Parties.
- K. Specific commitments by each Party may be identified in future agreements and plans (see section VIII.B.).
- L. The performance of the system as a whole depends on the performance of individual components such as travel lanes, stations, intersections, etc. Each jurisdiction has an interest in helping to individually and collectively ensure the system can meet performance goals.

VI. PROJECT SCHEDULE AND DELIVERY DATE

- A. The Project is scheduled to begin revenue service along the corridor before the end of 2024. An 18-month look ahead is attached to this document as **Exhibit B**. As project development proceeds, updated schedules will be developed by Sound Transit and shared among the parties for review and input.
- B. The Parties acknowledge the importance of meeting Project schedule milestones and objectives in order to begin BRT revenue service on time. Accordingly, the parties will work in good faith toward the target dates identified in the schedule by raising any concerns, potential conflicts, or other issues as early as possible, and by working collaboratively to solve problems.
- C. The Parties will coordinate their respective planning, capital development, and service programs to take advantage of opportunities to reduce costs and increase benefit for all partners.
- D. The Parties will coordinate to manage construction schedules in such a way to minimize public disruption whenever possible.

VII. COMMUNITY ENGAGEMENT AND COMMUNICATIONS

- A. Sound Transit will consult with the partners to develop a Community Engagement and Communications Plan that describes the process for convening and managing three community engagement groups as envisioned in the SEIP - an Elected Leadership Group, a Stakeholder Group, and an Interagency Group – as well as engaging with the public and the media. The Parties agree that the purpose of engaging with these groups is to offer opportunities for greater and sustained collaboration early in Project development. The Community Engagement and Communications Plan will further describe the roles and responsibilities of the groups generally comprised as follows:
 - 1. The Elected Leadership Group will be comprised of Sound Transit Board members and other local elected officials in the corridor.
 - 2. The Stakeholder Group will be comprised of transit riders, residents, business owners, major institutional representatives, community organizations and other members of the public.
 - 3. The Interagency Group will be comprised of senior staff from Sound Transit and the city, county, state, and federal permitting agencies empowered with technical decision-making authority.
 - i. As of the date of this writing, Sound Transit, City Managers, and senior agency staff along this corridor have already started meeting regularly. This group has helped to serve the collaboration goal of the SEIP and there is support for it to continue these regular meetings. Such a ‘city managers’ group could serve as the inter-agency group.
 - 4. These groups will be tailored to the needs of the Project, and will help advise and guide the Project as alternatives are analyzed, a preferred alternative is identified, and final decisions are made by the ST Board.

5. Sound Transit recognizes that:

- i. The groups described in this section will help to ensure the SR 522/523 BRT Project is designed and built to operate as a well-integrated system along the corridor. Such multi-jurisdictional groups are not a substitute for community-specific decision-making.
- ii. There will be issues and opportunities that are specific to individual cities or locations and that the relevant partner agencies should collaborate to address those issues.

- B. Each partner is encouraged to use their own communication and outreach infrastructure in support of the Project. For example, a city could use a planned event or its website to help notify and engage community members.

VIII. ADDITIONAL AGREEMENTS

- A. This Concurrence Document is the first of multiple agreements and concurrence actions that may be necessary to document shared understanding and commitments between Sound Transit and the other Parties over the life of the Project. This document may be signed in counterparts, and it is effective between Sound Transit and each of the signing Parties once signed. The Parties anticipate entering into future agreements as the Project advances through subsequent design and delivery phases. Future agreements may include a partnering agreement, preferred alternative concurrence document, permitting plan, permitting and development agreements, or other agreements as mutually determined by the Parties.
- B. Sound Transit will collaborate with its partners to propose to develop, negotiate, and execute future agreements on a case-by-case basis, consistent with the SEIP and this Concurrence Document. The parties acknowledge that timely consideration of those agreements will help facilitate the Project. The Partnering Matrix, included as an appendix in the SEIP (see Exhibit C), lists and describes the types of agreements that may be required to deliver the Project.

IX. SIGNATURE PAGE

Jennifer Phillips, City Manager
City of Bothell

Rob Karlinsey, City Manager
City of Kenmore

Pete Rose, City Manager
City of Lake Forest Park

Scott Kubly, SDOT Director
City of Seattle

Debbie Tarry, City Manager
City of Shoreline

Brandon Buchanan, City Manager
City of Woodinville



Peter Rogoff, CEO
Sound Transit

Harold Taniguchi, Director, King County DOT
King County

Patty Rubstello, Assistant Secretary, Urban Mobility and Access
WSDOT

EXHIBITS:

Exhibit A: SR 522 BRT Project Template

Exhibit B: 18-month Project look-ahead

Exhibit C: System Expansion Implementation Plan including Partnering Matrix

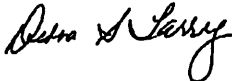
IX. SIGNATURE PAGE

Jennifer Phillips, City Manager
City of Bothell

Rob Karlinsey, City Manager
City of Kenmore

Pete Rose, City Manager
City of Lake Forest Park

Scott Kubly, SOOT Director
City of Seattle



Debbie Tarry, City Manager
City of Shoreline

Brandon Buchanan, City Manager
City of Woodinville



Peter Rogoff, CEO
Sound Transit

Harold Taniguchi, Director, King County DOT
King County

Patty Rubstello, Assistant Secretary, Urban Mobility and Access
WSDOT

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City of Bothell

Rob Karlinsey, City Manager
City of Kenmore

Pete Rose, City Manager
City of Lake Forest Park

Scott Kubly, SDOT Director
City of Seattle

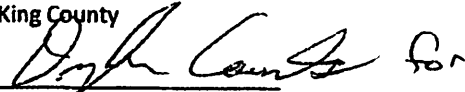
Debbie Tarry, City Manager
City of Shoreline

Brandon Buchanan, City Manager
City of Woodinville



Peter Rogoff, CEO
Sound Transit

Harold Taniguchi, Director, King County DOT
King County



Patty Rubstello, Assistant Secretary, Urban Mobility and Access
WSDOT

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Jennifer Phillips, City Manager
City of Bothell

Rob Karlinsey, City Manager
City of Kenmore

Pete Rose, City Manager
City of Lake Forest Park

Scott Kubly, SDOT Director
City of Seattle *Acting*

Gensu Atkins

Debbie Tarry, City Manager
City of Shoreline

Brandon Buchanan, City Manager
City of Woodinville

Peter Rogoff, CEO
Sound Transit

Harold Taniguchi, Director, King County DOT
King County

Patty Rubstello, Assistant Secretary, Urban Mobility and Access
WSDOT

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City of Bothell

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City of Kenmore

Pete Rose, City Manager
City of Lake Forest Park

Scott Kubly, SDOT Director
City of Seattle

Debbie Tarry, City Manager
City of Shoreline

Brandon Buchanan, City Manager
City of Woodinville



Peter Rogoff, CEO
Sound Transit



Harold Taniguchi, Director, King County DOT
King County

Patty Rubstello, Assistant Secretary, Urban Mobility and Access
WSDOT

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City of Seattle

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Peter Rogoff, CEO
Sound Transit

Harold Taniguchi, Director, King County DOT
King County

Patty Rubstello, Assistant Secretary, Urban Mobility and Access
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City of Woodinville



Peter Rogoff, CEO
Sound Transit

Harold Taniguchi, Director, King County DOT
King County

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WSDOT

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D)



Jennifer Phillips, City Manager
City of Bothell


Rob Karlinsey, City Manager
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City of Seattle

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Sound Transit

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Sound Transit**

**Harold Taniguchi, Director, King County DOT
King County**

**Patty Rubstello, Assistant Secretary, Urban Mobility and Access
WSDOT**

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**EXHIBIT D
DESIGNATED REPRESENTATIVES**

SOUND TRANSIT:

Kathy Leotta
Project Manager
Sound Transit
401 S Jackson St
Seattle, WA 98104
Phone: (206) 903-7028
Email: kathy.leotta@soundtransit.org

CITY OF KENMORE:

Nancy K. Ousley
Assistant City Manager
City of Kenmore
18120 68th Ave NE
Kenmore, WA 98028
Phone (425) 984-6171
Email: nousley@kenmorewa.gov

CITY DESIGNATED REPRESENTATIVE ROLE

In order to proactively work through planning and design issues, and facilitate expedited project delivery, key City staff will need to coordinate on a regular basis with Sound Transit. Regular coordination meetings with the City Designated Representative as well as periodic coordination meetings with key technical staff at various City departments (including Public Works, Community Development, etc.) are anticipated from the outset of project development. The Designated Representative, in conjunction with Sound Transit, will also identify appropriate check-in points with City Council. Participation by key technical staff in regular interagency meetings as well as occasional stakeholder workshops focused on alternatives development, station area planning, system access, TOD or other technical areas would also be anticipated.

Key responsibilities of the Designated Representative would include:

Serve as City's point of contact and coordinate involvement of other City staff

- Serve as City's single point of contact facilitating Sound Transit coordination efforts with the various City departments, Council, and Mayor.
- Manage internal coordination efforts between various City departments.
- Attend management coordination meetings with Sound Transit.
- Coordinate City staff involvement in periodic technical coordination meetings with Sound Transit staff and consultants.
- Participate in interagency meetings and coordinate involvement by other City staff as necessary.
- Coordinate City involvement in stakeholder workshops focused on alternatives development, station area planning, system access, TOD or other issues.

Respond to requests for technical input and facilitate resolving issues

- Respond to Sound Transit and consultant staff requests for technical input related to project development. These could include: land use/zoning, traffic/parking, sensitive areas, hazmat, historic/archeological, parks/open space, other environmental concerns, utility, roadway/traffic, drainage, structural/building, fire/life safety, construction staging, property acquisition/right-of-way vacation, maintenance, or similar design and permitting issues.
- Identify City and private projects or proposals (e.g. utility projects, transportation projects, private development projects) that have the potential to interfere with the expeditious design and construction of the Project, facilitate conflict resolution, and identify opportunities for coordinated delivery or joint development.

Coordinate City review of technical work and resolve potential inconsistencies

- Coordinate City staff review of alternatives development and environmental related documents and resolve inconsistencies among review comments between departments.
- Coordinate City staff review of design submittals for BRT stations, parking, and other BRT elements and associated facilities and resolve inconsistencies among review comments between departments.

Facilitate development of agreements

- Facilitate development of staff level agreements documenting City concurrence on analysis/design approaches and proposed solutions.
- Facilitate development of partnering, preferred alternative, and permitting agreements with Sound Transit at key milestones in project development.
- Facilitate administration of interagency agreements, including City budget process, legislation, and ongoing reporting and financial management.

**EXHIBIT E
SCHEDULE MILESTONES
WORKING SCHEDULE DATED MAY 2018**

Schedule Objective	Target Date
Project Development Team Initiated	Q3 2017
Project Development Begins	Q1 2018
Proposed Action Concurrence	Q4 2018
ST Board Approves Proceeding with Conceptual Engineering and Environmental Review of a Proposed Action	Q1 2019
Draft Permitting Plan Developed	Q4 2019
Project Delivery Method Selected	Q1 2020
Environmental Review Complete & ST Board Selects Project to be Built	Q1 2020
Permitting Plan Finalized	Q1 2020
Implementation Actions	Q1 2020
Land Use/Discretionary Approvals Complete	Q4 2022
Construction Begins	Q1 2023
Revenue Service	2024