

**Excerpts of MOU referenced in July 16 Packet Materials**

**6.0 POTENTIAL REGULATORY CHANGES**

- 6.1 The parties agree to work cooperatively to identify and process a package of Land Use Code (LUC) and other technical code amendments that, if adopted, would accomplish the following objectives:
- a) Provide certainty and predictability for the City, Sound Transit and the public with respect to land use code requirements and processes;
  - b) Allow for the City Council, through a development agreement, to establish a comprehensive and consolidated permit process for the Project;
  - c) Add provisions in the LUC to accommodate Light Rail Transit Facilities and Systems as a permitted use allowed under the consolidated permit process;
  - d) Allow for extended vesting or duration of land use approvals for the Project;
  - e) Provide a mechanism for addressing any LUC requirements that are impractical or infeasible for the Project; and
  - f) Resolve identified technical code conflicts
- 6.2 For purposes of this MOU and Exhibit G (Code and Permitting), attached and incorporated herein, references to "development agreement" shall refer to development agreements as defined and authorized pursuant to RCW ch. 36.70B or such other form of agreement determined by the parties to be appropriate to accomplish the objectives described herein.
- 6.3 Attached to this MOU is Exhibit G explaining in further detail the land use approval framework the parties intend to pursue following execution of the MOU. Exhibit G includes Figure G-1, which illustrates how the parties anticipate that the code and permitting framework and Collaborative Design Process described in Section 2.4 and Exhibit E may be integrated.

**14.0 TERM; TERMINATION**

- 14.1 This MOU shall be effective as of the date the last party signs. Unless terminated sooner pursuant to the terms hereof, this MOU shall remain in effect until the completion of Project closeout or five (5) years after commencement of Project operation, whichever occurs earlier; provided, however, that the term shall automatically extend to allow the parties to conclude the cost reconciliation procedures described in Section 4 (City Contribution and Reconciliation Procedures).
- 14.2 In the event that the code amendments described in Section 6.1 (Potential Regulatory Changes) have not been approved by the City Council as of December 31, 2012, Sound Transit may, in its sole discretion, terminate this MOU or work

cooperatively with the City to identify appropriate revisions to the MOU. In the event that the City Requested Modifications described in Section 5.4(a) and (b) have not been adopted by the Sound Transit Board as a modifications to the Project description or the necessary state or federal approvals for the City Requested Modifications are not obtained as of December 31, 2012, the City may, in its sole discretion, terminate this MOU or work cooperatively with Sound Transit to identify appropriate revisions to the MOU.

- 14.3 In the event that a portion of the Project to be constructed in the City is for any reason determined by the Sound Transit Board or by the City of Bellevue, to be unaffordable due to increased cost or insufficient revenue legally available under the Project financial plan or without additional voter approval to the party responsible for contributing the revenue, or to be impractical or infeasible to accomplish due to changed or unforeseen conditions, legal prohibition, or force majeure events, the parties are excused from further performance under this MOU. In the event the parties are excused from further performance, the parties will work cooperatively to identify appropriate revisions to the Project's scope; schedule or budget, provided however, any final decisions regarding revisions to the Project's scope, schedule or budget will be made by the Sound Transit Board consistent with the policies in the approved ST 2 Plan. The parties shall also cooperatively address Sound Transit's need for and use of city-owned properties.

## **Exhibit G: Code and Permitting**

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### **MOU CODE AND DISCRETIONARY PERMITTING FRAMEWORK**

Following execution of the MOU, Sound Transit will begin the final design process with the goal of achieving a 60% Project design plan and Project baseline budget within approximately two and one half years. Typically Sound Transit applies for local land use permits at approximately the 60% Project design plan stage, with Project baseline budget established after any required land use approvals are issued. It is the intent of the parties to identify and process amendments to the City's Land Use Code that allow for a consolidated land use permitting process for the East Link Project. Such amendments are anticipated to provide certainty and predictability with respect to permitting processes and requirements both for Sound Transit as the project applicant and to interested parties commenting on or otherwise participating in the permitting process.

### **LAND USE AND TECHNICAL CODE AMENDMENT PACKAGE**

The City Council, through a legislative action, is the final decision maker on amendments to the City's Land Use Code (LUC), according to the Process IV procedures and criteria in Part 20.35 of the LUC. Nothing in this MOU is a waiver or limitation of the City's legislative authority, nor is any particular legislative outcome contracted for in this MOU. Rather, the parties agree to work cooperatively to identify and process a package of LUC and other code amendments that, if adopted, could accomplish the following objectives:

- Allow for the City Council, through a subsequent development agreement , to establish a consolidated permit process for the East Link project;
- Amend requirements of the LUC that are technically infeasible for the East Link Project, based on the Project description that is the subject of this MOU;
- Amend and add definitions in the LUC consistent with this MOU to accommodate light rail uses and related facilities
- Allow for extended vesting of land use approvals through a development agreement; and
- Allow for further administrative modifications to LUC requirements through the applicable permitting process if such code requirements are impracticable or infeasible for the Project
- Resolve identified technical code conflicts

It is the intent of the parties to initiate the code amendment process, utilizing the City's Process IV provisions with a public hearing directly with the City Council, as allowed under LUC Section 20.35.400, with sufficient time to complete the process by no later than December 31, 2012, unless otherwise agreed by the parties.

### **DEVELOPMENT AGREEMENT**

If the City Council approves an amendment to the LUC that allows for a development agreement in association with a light rail project, the parties agree to work cooperatively to negotiate a development

agreement that, if approved by the agencies' respective legislative bodies, could accomplish the following objectives:

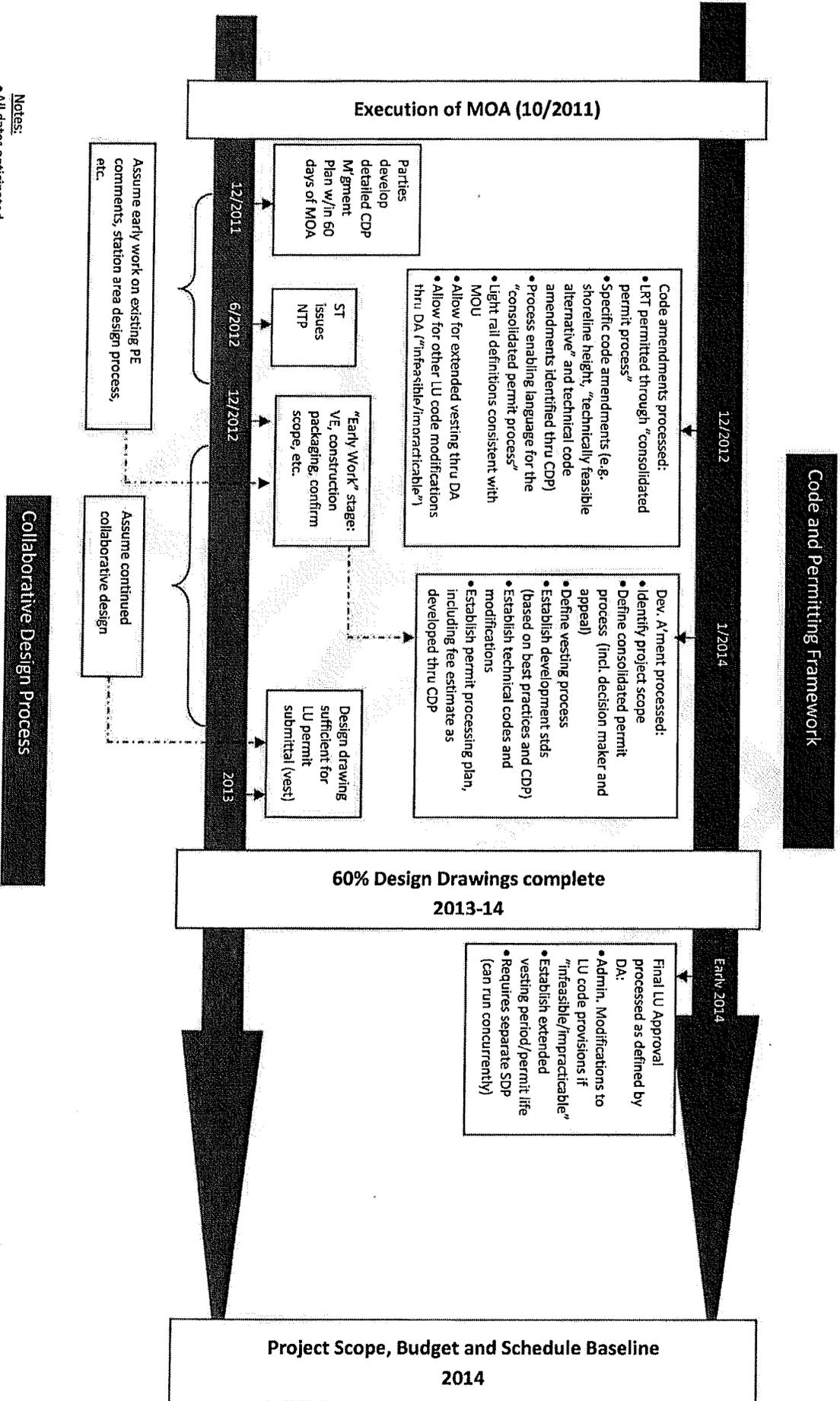
- Identify the project scope;
- Define the consolidated permitting process, including minimum notice and public participation requirements, identifying the decision-maker on the required land use permits, and establishing an appeal process, which may or may not include an administrative appeal;
- Define the vesting process for the consolidated permit process;
- Establish specific decision criteria for the consolidated permitting process and development standards for the project, considering existing elements of the City's comprehensive plan, the City's Light Rail Best Practices Manual and results and outcomes from the CDP established by this MOU;
- Provide for authority for the decision-maker on the consolidated permit process to allow for administrative modifications to LUC provisions, where compliance with such provisions is impracticable or infeasible; and
- Establish permit processing plan, including fee estimate, as developed through the CDP.

It is anticipated that any development agreement would be negotiated and considered by the Parties' respective legislative bodies through the requirements established by RCW ch. 36.70B by no later than **January 31, 2014** or as otherwise mutually agreed by the Parties. It is recognized by the parties earlier action on a development agreement increases the potential for savings in final design costs.

Nothing in this Exhibit G is intended to waive or modify City of Bellevue permit processes or other powers or authorities. It is understood that at the appropriate stage of design, Sound Transit will submit to the City for required land use approvals and nothing in this MOU shall be construed as an approval of such permits or a pre-determination of compliance with applicable codes and standards.

Figure G-1 illustrates the Code and Permitting Framework established by this Exhibit G.

**FIGURE G-1  
FOR ILLUSTRATIVE PURPOSES ONLY**



**Notes:**

- All dates anticipated
- Specific terms of MOU govern any conflict with this exhibit