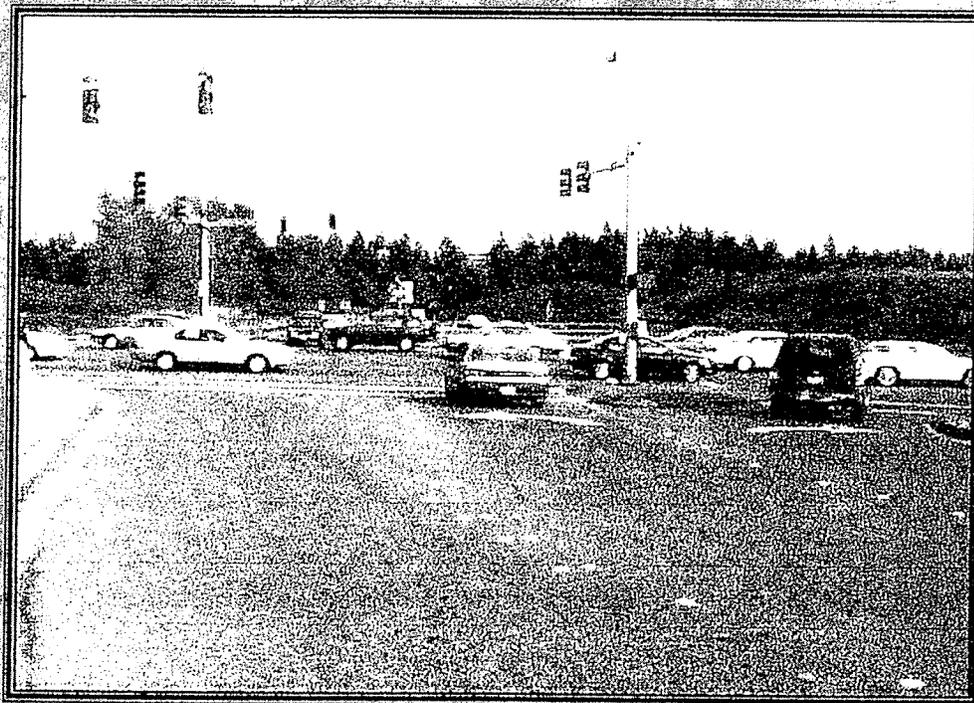


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Bel-Red/Overlake Transportation Study Update



Interlocal Agreement Between City of Bellevue and City of Redmond

September 30, 1999

FILED NO. 27710
CITY OF BELLEVUE
DATE 9/28/99
M. TOMNOW
CITY CLERK'S OFFICE Des 6353

An Interlocal Agreement Between the Cities of Bellevue and Redmond Regarding Land Use Planning and the Funding and Construction of Transportation Improvements in the Bel-Red/Overlake Transportation Study Area

This Interlocal Agreement (Agreement) is entered into by and between the Cities of Bellevue and Redmond, municipal corporations organized under the laws of the State of Washington. This Agreement is made pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, and has been authorized by the legislative body of each jurisdiction.

WHEREAS, Bellevue and Redmond have a long history of regional cooperation in planning and constructing transportation improvements in the Bel-Red/Overlake area; and

WHEREAS, in February, 1986 the two cities completed the Bel-Red/Overlake Transportation Study (BROTS); and

WHEREAS, both cities have been affected by increased congestion in the Bel-Red/Overlake area and surrounding areas due to lack of adequate capacity on I-405 and SR 520, increased background trips on transportation facilities serving the two cities, and increased development in the two cities; and

WHEREAS, in 1995 the Bellevue and Redmond City Councils directed the preparation of an update of BROTS (BROTS Update); and

WHEREAS, the two city councils appointed neighborhood residents, property owners, and business representatives to the Transportation Review Group to work with staff on the Update; and

WHEREAS, a transportation facilities plan to improve future mobility within the BROTS Area was proposed by the Transportation Review Group in 1998, and reviewed by the two city councils; and

WHEREAS, the two city councils initiated joint meetings and developed policies for project financing and cost sharing, concurrency, trip reduction and regional facilities, and in November, 1998 agreed to work cooperatively to prepare an Interlocal Agreement for adoption by both city councils, using as a basis the policies and principles contained in the "Proposed Outline: BROTS Interlocal Agreement" which was approved by the two city

councils; and

WHEREAS, the two cities desire to coordinate land use, investment in transportation infrastructure and level of service (LOS) standards within the BROTS Area in order to manage congestion; and

WHEREAS, the BROTS Update has been prepared and an environmental analysis has been completed; and

WHEREAS, the councils and staff of the two cities have been meeting and working cooperatively to develop coordinated plans, programs, regulations and funding arrangements to achieve these ends; and

WHEREAS, on June 1, 1999 the Redmond City Council adopted the BROTS Update and project list and selected a funding strategy therefore, and also adopted the Overlake Neighborhood Plan together with implementing zoning and land use regulations; and

WHEREAS, on June 21, 1999 the Bellevue City Council adopted the BROTS Update as a portion of the City of Bellevue Comprehensive Plan; and

WHEREAS, the two city councils wish to incorporate and implement certain policy agreements reached by the parties concerning transportation facility projects and the financing thereof, regional coordination, level of service (LOS) standards, development review and annual reconciliation, into an Interlocal Agreement; and

WHEREAS, the two city councils also wish to incorporate trip reduction and concurrency planning policies into the Interlocal Agreement and desire to work together to implement those policies by developing a joint Transportation Demand Management (TDM) strategy and by using coordinated concurrency and level of service (LOS) standards; and

WHEREAS, the two cities desire by this Agreement to provide a framework for working cooperatively in the future in their respective land use and capital facilities planning efforts, implementing regulations and funding arrangements in a coordinated fashion so as to facilitate the orderly and efficient movement of traffic in and around the BROTS Area, including on regional transportation facilities, in a coordinated and consistent manner as required by the Growth Management Act (GMA), RCW Chapter 36.70A; and

WHEREAS, the two cities intend to adopt their respective transportation facilities or capital improvement plans that will provide for implementation of the BROTS Update, consistent with the policies set forth in this Agreement, which plans, when adopted by the respective city councils, will be incorporated herein and become a part hereof; now, therefore,

IT IS HEREBY AGREED AS FOLLOWS:

1. PARTIES. The parties to this Agreement (parties) are the City of Bellevue, Washington (Bellevue) and the City of Redmond, Washington (Redmond).

2. PURPOSE. The purpose of this Agreement is to provide a framework to enable the parties to work cooperatively to manage congestion and address transportation problems in the BROTS Area.

3. OBJECTIVES. The overall objective of this Agreement is to provide for a coordinated land use, transportation investment and level of service (LOS) plan for the BROTS Area of the two cities. The specific objectives of this Agreement are as follows:

A. To update the Land Use, Transportation and/or Capital Facilities elements of the respective comprehensive plans of the two cities in a coordinated fashion, as required by state law.

B. To cooperatively develop and adopt coordinated implementing regulations and transportation funding arrangements.

C. To facilitate the orderly, efficient and coordinated construction of transportation facilities in a timely manner so as to enable reasonable development within the BROTS Area, according to the adopted Land Use Plans of the two cities.

D. To make land use regulatory decisions for the BROTS Area cooperatively, using coordinated concurrency and level of service (LOS) standards.

E. To work together to reduce single-occupancy peak period trips to and from the BROTS Area so as to reduce the impact of traffic on residential areas, to reduce air and water pollution, expand mobility choices for our citizens, enhance the movement of goods, and reduce the future need for arterial street improvements.

4. POLICIES/PROCESSES. The parties agree that they will work cooperatively, in accordance with the following policies and using the following processes, in their performance of the provisions of this Agreement, and in their adoption and implementation of all plans, regulations, zoning amendments, funding arrangements, permitting decisions, regulatory actions, or other actions contemplated by, called for, or necessary to the effective implementation of this Agreement:

A. Land Use.

1) The City of Redmond's adopted Overlake Neighborhood Plan contains a retail commercial, office, research and development, manufacturing, and distribution target of 15.4 million square feet of building space by 2012, and has adopted zoning to implement that target amount. A map showing the boundaries of the Overlake Neighborhood Plan Area is attached hereto as Exhibit A and incorporated herein by this reference.

2) The City of Bellevue's subarea plans for the BROTS Area portions of the Bel-Red/Northrup, Crossroads and Bridle Trails Subareas of Bellevue are planned to accommodate a total of 12.2 million square feet by 2012, and Bellevue has adopted zoning for those portions of those Subareas to implement that amount of square footage. Maps showing the boundaries of the BROTS Area portions of those Subareas are attached hereto, collectively, as Exhibit B and incorporated herein by this reference.

3) At least annually, each city will perform a computer analysis (traffic modeling) based on that city's then current six year Capital Improvement Program (CIP) that includes the amount of development that has been permitted in that city's portion of the BROTS Area and may also include the amount of development that has been applied for but not yet permitted, for the purpose of determining whether that city is likely to meet its LOS standards for its portion of the BROTS Area. The transportation facilities to be included in the modeling may be modified to reflect those facilities that will be constructed in the next six years. This analysis can be done solely for this purpose or in conjunction with a concurrency analysis.

B. Transportation.

1) The transportation projects to be constructed pursuant to this Agreement, and the costs allocated to each such project, will be those set forth on the project list and map adopted by the respective city councils on June 1 and June 21, 1999, a copy of which is attached hereto as Exhibit C and incorporated herein by this reference.

2) All "baseline" projects identified in Exhibit D attached hereto and incorporated herein by this reference will continue to be funded in each party's CIP.

3) Not later than December 31, 2012, all planned projects identified in Exhibit C (as Exhibit C may hereafter be amended pursuant to paragraph 11.A, below) will be a) fully funded in the responsible party's CIP, with design therefore having been started; or b) fully constructed; and in either case, such funding and design or construction will meet both parties' concurrency requirements, provide for the safe and efficient operation of the BROTS Area transportation system, and reduce traffic impacts on neighborhoods.

4) Updated transportation facilities plans (TFPs) and/or CIPs developed through a coordinated planning process and including the BROTS Update projects identified in Exhibit C will be adopted by the parties after execution of this Agreement, but not later than December 31, 1999. When adopted, such updated plans and/or CIPs, and any subsequent updates thereof, are incorporated herein by this reference and made a part hereof effective as of the date of their adoption by the respective city councils.

5) A joint study to examine alternative north-south travel corridors between and including 148th Avenue N.E. to 156th Avenue N.E. is targeted for completion by December 31, 2002 or sooner if possible. The joint study will be undertaken in accordance with the agreed upon scope of work, a copy of which is attached as Exhibit E to this Agreement. The objectives of the joint study are to identify alternatives that will:

- a. Support the level of projected growth in the BROTS Area;
- b. Maintain established concurrency standards;
- c. Protect neighborhoods from adverse traffic impacts;
- d. Maintain the economic vitality of the Overlake neighborhood;
- e. Maintain air quality standard compliance;
- f. Provide a superior cost/benefit ratio;
- g. Maintain good transportation circulation in the Overlake neighborhood;
- h. Maintain or improve traffic operations for 148th Avenue N.E.;
- i. Maintain or improve transit access and reliability in the Overlake neighborhood.

The parties agree to review the study results and determine the appropriate action(s) to be taken based thereon.

6) The transportation projects listed in Exhibits C and D may be amended as provided in paragraph 11.A, below, of this Agreement.

C. Development Review/Concurrency.

1) Review of all development proposals within the BROTS Area will be conducted in accordance with the Development Review Procedures attached hereto as Exhibit F and incorporated herein by this reference.

2) Concurrency review will be performed at the development review stage using the parameters established in Exhibit F to ensure that LOS standards in MMAs and TMDs are not exceeded.

3) Concurrency analysis and traffic impact mitigation will be based on the adopted policies and regulations used for concurrency purposes by the party whose facilities are impacted by the development in effect when a request for concurrency or development approval is received.

4) Any changes to either party's concurrency program will be subject to the Amendment and Update Process set forth in paragraph 11.B. of this Agreement.

5) The parties will work together to establish joint programs on quantifying and measuring level of service. The parties will also coordinate and work in cooperation with the eastside region in LOS and concurrency planning efforts.

6) If trip reduction strategies can be successfully implemented, monitored and enforced, these strategies should be used for concurrency analysis purposes.

D. Trip Reduction. A joint Transportation Demand Management (TDM) strategy will be approved, which will include/be consistent with the following:

1) Mode split targets will be significantly higher than the current average and will be supported by joint implementation actions. Targets for p.m. peak-hour non-SOV mode split in 2012 are:

<u>Mobility Management Area (MMA) or Transportation Management District (TMD)</u>	<u>1995 Baseline</u>	<u>2012 Target</u>
MMA 2 (Bridle Trails)	12%	16%
MMA 4 (Bel-Red/Northup)	12%	16%
TMD 4 (Grasslawn)	11%	13%
TMD 5/MMA 12 (Overlake)	12%	27%

2) The TDM strategy will be part of a multi-modal strategy for

the BROTS Area that will include/be consistent with the following:

a. Cost-effective TDM measures, rather than arterial improvements, should be given priority in meeting transportation demand.

b. The parties should continue to work with Metro, Community Transit and Sound Transit and their successor agencies, and private carriers where appropriate, to expand transit routes and services, including custom bus and vanpool programs.

c. The parties should engage their regional partners to secure additional resources to carry out the multi-modal strategy.

3) The parties will agree to pilot projects for implementation in 1999 through 2001.

4) By December 31, 2000, the parties agree to jointly prepare and begin implementing actions to meet the mode split goal, consistent with the following:

a. The actions should include specific TDM incentives, and disincentives if adequate transportation alternatives will be available.

b. The parties should explore new technologies and approaches that expand mobility or reduce transportation demand.

c. The parties should expand their TDM measures to area employers with fewer than 100 employees.

d. The parties may revise their parking requirements to further constrain parking supply in the area, and/or impose parking fees.

e. The actions may include recommendations for changes to local, state and federal programs and regulations that could assist local TDM programs.

f. Employers and the commuting population will be engaged in development of the actions.

5) The parties will work together to implement, monitor and enforce TDM measures on an on-going basis. The parties will periodically assess the feasibility and benefits of the methods being used to implement the approved TDM strategies.

E. Regional Coordination and Facilities. The parties will collaborate to

obtain expanded capacity of regional facilities and services (studies, policies, funding and partnerships) in the following ways:

- 1) The comprehensive plans of the parties will contain policies supportive of expanded capacity on SR 520 and I-405.
- 2) The parties will build partnerships and develop strategies and timing objectives with other public/private interests, including the following:
 - a. They will actively work with WSDOT and other jurisdictions to support expanded capacity of SR 520 and I-405, and construction of the SR 520 Access Project.
 - b. They will work together with Sound Transit to plan for high capacity transit.
- 3) State and federal funding support will be sought.

F. Financing. The parties undertake by this Agreement to work together in partnership to share the costs of needed transportation facilities, services and strategies as defined in the BROTS Update, based on the following:

- 1) The costs of the BROTS Update transportation improvements as shown on Exhibit C to this Agreement will be allocated between the two cities based on the total trips generated by each city, using currently projected 2012 traffic volumes. Attached hereto as Exhibit G and incorporated herein by this reference is a description of the process for payment of these costs by the parties, and the "funds transfer method."
- 2) Each city has prepared a financial forecast to determine the revenues available to fund its share of the projected costs of the transportation projects shown on Exhibit C, including the timing, sources of funding and revenues anticipated to be received, based on development projections.
- 3) Target for Allocating Discretionary Transportation Capacity Funding. The City of Redmond agrees to allocate to the BROTS Update Study Area 35 percent of the city's discretionary transportation capacity funding averaged over the life of this Agreement, and the City of Bellevue agrees to allocate to the BROTS Update Study Area 28 percent of the city's discretionary transportation capacity funding averaged over the life of this Agreement; provided, that the amount of such allocation in any year will be sufficient to meet the requirements of subparagraph 4.B.3), above. If a lesser amount can fund a city's adopted BROTS Update Study Area transportation facilities, that amount may be allocated to the BROTS Update Study Area.

4) The parties agree to develop jointly the priorities for project funding and to incorporate them in their respective CIPs and TFPs.

5) The parties agree that the "baseline" BROTS projects identified in Exhibit D to this Agreement will continue to be funded in their respective CIPs.

5. AGREEMENT ADMINISTRATION. In order to carry out the purposes of this Agreement, the parties agree as follows:

A. Each party will appoint a staff representative who will be responsible for the day-to-day administration of the provisions of this Agreement. Each party will notify the other of the name of the person designated as the party's representative. In the event of any disagreement about administration of the provisions hereof, the two representatives will meet and confer in order to resolve the disagreement.

B. If the two representatives of the parties are not able to resolve the disagreement, the issue will be referred to the Mayor of Redmond and the City Manager of Bellevue, for resolution.

C. The two city councils will be responsible for resolution of any unresolved disagreements, and for general oversight of the administration of this Agreement.

D. Both parties agree to use their best efforts to resolve any disputes as expeditiously as possible.

E. No separate entity is created by this Agreement, and no separate budget will be established to pay for the costs of administering this Agreement. Each party will be responsible for the cost of providing the staffing and resources necessary to carry out its responsibilities under this Agreement. Neither party will be required to reimburse the other for the costs of the general administration of this Agreement.

6. RECONCILIATION. A reconciliation process will be developed by the parties that will include a review and report to the two city councils at least annually. This process will be completed before either city adopts its CIP.

A. The following information will be reviewed:

- 1) The status of each project on the project list.
- 2) Level of Service (LOS) on the transportation facilities within the BROTS Area.

3) The amount, type and timing of development, and the timing of completion of transportation projects, in the BROTS Area. This information will be compared to the projected amount, type and timing of development set forth in the Land Use Plans referenced in subparagraphs 4.A.1) and 2) of this Agreement, and the projected timing of completion of transportation projects listed on the adopted project list, Exhibit C hereto, for that Area.

4) The results of the traffic modeling using the then current six-year funded project list and the development projects that have applied for approval. This analysis will use the modeling required by subparagraph 4.A.3) and other available data.

5) The results and effectiveness of trip reduction strategies.

6) The status of the financing plans of the parties.

B. The report will include an assessment of the need for, and recommendations regarding, strategies to address any issue disclosed by the review conducted pursuant to paragraph 6.A., above, which strategies may include, but need not be limited to, the following:

1) Delaying or eliminating selected BROTS projects.

2) Revising or reconsidering allowable levels of land development, including suspending the issuance of development permits.

3) Changing the LOS standard(s).

4) Implementing additional TDM strategies.

5) Establishing interim goals and/or milestones.

C. The two city councils should review and revise the annual reconciliation process as necessary during the term of this Agreement.

7. EFFECTIVENESS, DURATION AND TERMINATION. This Agreement will be in effect upon its adoption by both city councils, and will remain in effect until December 31, 2012 or until the obligations of the respective parties hereunder have been discharged, whichever occurs later, unless earlier terminated by mutual written agreement of the parties.

8. NONLIABILITY/HOLD HARMLESS/NO THIRD PARTY RIGHTS CREATED.

A. Each party will be liable for its own negligent or willful acts and omissions. Each party agrees to defend, indemnify and hold the other party harmless from and against any loss, liability, claim, obligation, or judgment arising from the negligent or willful acts or omissions of the party, its officials, agents, servants or employees, in the performance of this Agreement.

B. Nothing in this Agreement is intended, nor shall anything in it be construed, to confer any rights on any third party or to render any right or obligation of Redmond or Bellevue under this Agreement enforceable by any third party.

9. ISSUE RESOLUTION. In order to provide for mutual accountability, recourse, dispute resolution and remedies, in the event of any disagreement between the parties as to whether there has been a failure by either party to perform an obligation or obligations under this Agreement, the parties agree that before pursuing any other remedy at law or equity, the parties will proceed under paragraphs A. through E., below; provided, that a party may pursue such other remedy if it would be foreclosed by waiting for completion of paragraphs A. through E., but only to the extent necessary to preserve the remedy, and will, if possible, stay such other proceeding in order to complete paragraphs A. through E.

A. The staff representatives designated under Paragraph 5. hereof, on the request of either party, will meet and confer and attempt to reach agreement as to whether there has been such a failure, and, if so, what steps to be taken to remedy the failure.

B. If the staff representatives are not able to reach agreement on all issues, any unresolved issue(s) will be referred to the directors of the City of Bellevue Departments of Planning and Community Development and Transportation or their successors, and the directors of the City of Redmond Departments of Planning and Community Development and Public Works or their successors, who will meet and confer and attempt to reach such agreement.

C. If the department heads are not able to reach agreement on all issues, any unresolved issue(s) will be referred to the Mayor of Redmond and the City Manager of Bellevue, who will meet and confer and attempt to reach such agreement.

D. If the respective Mayor and City Manager are not able to reach agreement on all issues referred to any unresolved issue(s) will be referred to the two city councils, which will meet and confer and attempt to reach such agreement.

E. If the two city councils, after meeting and conferring, are not able to reach agreement on all issues referred to them, any remaining unresolved issues will be

referred to mediation, using a mediator mutually agreed upon by the parties.

F. Both parties agree to use their best efforts to resolve any disputes as expeditiously as possible.

10. ENTIRE AGREEMENT/TIME OF ESSENCE/WAIVER OF DEFAULT.

This Agreement, including all attachments hereto, is the complete expression of the covenants, terms and conditions agreed to by the parties, and any oral or written interpretations or understandings not expressly incorporated herein are excluded and are not a part of this Agreement. The parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be considered to be waiver of any other or subsequent default, whether of the same or any other covenant, term or condition. Waiver or breach of any provision of this Agreement shall not be considered to be a waiver of any other or subsequent breach thereof and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the parties, which shall be attached to the original Agreement.

11. AMENDMENTS TO AGREEMENT/AMENDMENTS TO PLANS, CODES, REGULATIONS, MEASURES OR STRATEGIES AFFECTING AGREEMENT.

The parties agree that any amendments to the terms, conditions or other provisions of this Agreement will be governed by paragraph A. of this Section 11, and that amendments to any plans, codes, regulations, measures or strategies of each city that may materially affect the successful implementation and performance of the terms of this Agreement by either party will be undertaken using the process set out in paragraph B. of this Section 11. To the extent that the amendment to any plan, code, regulation, measure or strategy of a party would be inconsistent with a term, condition or other provision of this Agreement, such amendment, though effective within the city adopting it, will not be considered to have amended this Agreement without the agreement of the other party pursuant to the process set out in paragraph A. of this Section 11.

A. Amendments to a Term, Condition or Other Provision of This Agreement.

1) Either party may seek to amend this Agreement by giving the other party notice of its desire to amend the Agreement. Any such proposed amendment must satisfy the intent of this Agreement. Such notice must include the reason(s) for the proposed amendment, how it will satisfy the Agreement's intent, and the proposed amendatory language. The other party will have the opportunity to review the proposed amendment, the reason(s) therefore, and how it will satisfy the Agreement's intent. The staff representatives will meet to discuss the proposed amendment, reason(s) therefore, and whether it will satisfy the Agreement's intent, and will make a recommendation thereon to their respective city councils.

2) If, based on the staff recommendations, the two city councils do not approve the proposed amendment, the two city councils will meet and confer to determine whether it satisfies the intent of this Agreement. If they agree that it does, then the amendment will be approved and become a part of the Agreement. If they do not agree that it does, the proposed amendment will be referred to mediation in accordance with section 9.E. of this Agreement.

3) After mediation, if the two city councils agree that the amendment satisfies the intent of the Agreement, it will become a part of the Agreement. If, after mediation, the two city councils do not agree that the amendment satisfies the intent of the Agreement, the party proposing it may implement it, subject to the right of the other party to pursue any available remedy to seek a determination as to whether the amendment satisfies the intent of the Agreement.

4) Any amendments to this Agreement must be in writing, approved by the two city councils, and evidenced by the authorized signatures of the representatives of the parties as of the effective date of the amendment.

B. Amendment and Update Process for Plans, Codes, Regulations, Measures or Strategies. The parties agree that any future amendments to the land use, transportation, financing and other plans, codes, regulations, measures or strategies of each city that may materially affect the successful implementation and performance of the terms of this Agreement by either party will be undertaken in accordance with the following process.

1) The party proposing the amendment(s) shall provide notice and a copy of the proposed amendment(s) to the other party at least 30 days before each amendment is scheduled to be acted upon by the Planning Commission or other body empowered to review and make recommendations or decisions thereon.

a) The notice shall include the date, time, and place of the hearing on the amendment(s).

b) A brief summary of the reasons for the amendment(s) shall be included with the notice and amendment(s).

c) The other city shall have the right to discuss the amendment(s) and the reasons therefore with the party proposing the amendment(s); to review and comment on the proposed amendment(s); and may suggest alternative amendment(s) if the proposed amendment(s) might impair the ability of the parties to achieve their objectives under the BROTS Update, any successor or successors thereto, or this Agreement.

2) For major updates of neighborhood plans or transportation facility plans, the party proposing the amendment(s) should involve the other party early and continuously in the planning process.

3) Any such amendment(s) may only be adopted after compliance with the provisions of this paragraph 11.B.

4) An amendment adopted pursuant to the process set out in this paragraph 11.B. will not have the effect of amending this Agreement unless the amendment also has been approved pursuant to the process set out in paragraph 11.A. of this Agreement.

12. SEVERABILITY. The invalidity of any clause, sentence, paragraph, subdivision, section or portion thereof, shall not affect the validity of the remaining provisions of the Agreement.

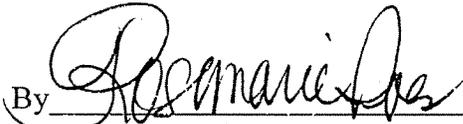
13. COUNTERPARTS. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated Agreement.

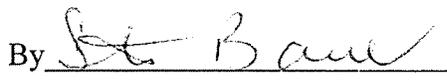
14. FILING. This Agreement shall be filed with the city clerk of each city, the King County Auditor, and the Secretary of State.

Approved and executed this 30th day of September, 1999.

CITY OF REDMOND

CITY OF BELLEVUE

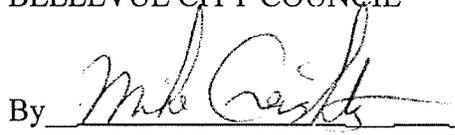
By 
Rosemarie Ives, Mayor

By 
Steve Bauer, City Manager

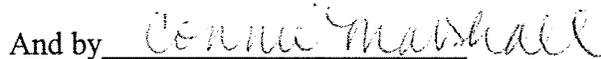
REDMOND CITY COUNCIL

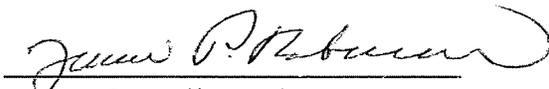
BELLEVUE CITY COUNCIL

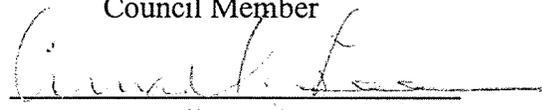
By 
President

By 
Mayor

And by 
Council Member

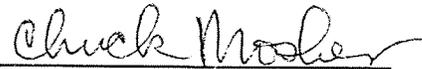
And by 
Council Member


Council Member

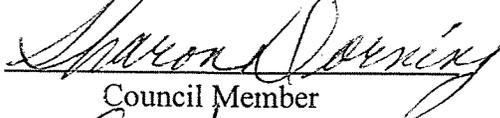

Council Member



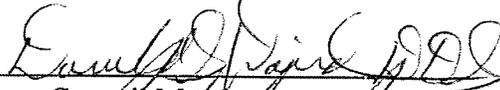
Council Member



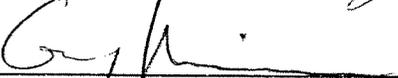
Council Member



Council Member



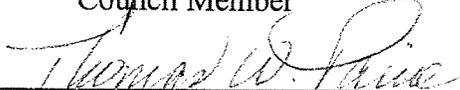
Council Member



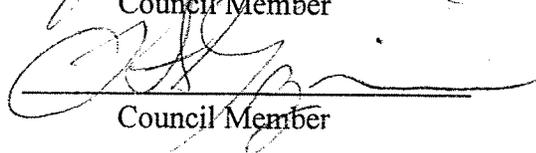
Council Member



Council Member



Council Member



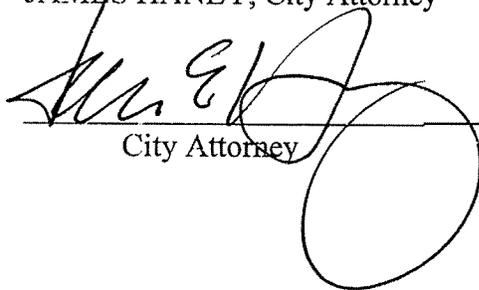
Council Member

Approved as to form:

Approved as to form:

JAMES HANEY, City Attorney

RICHARD L. ANDREWS, City Attorney

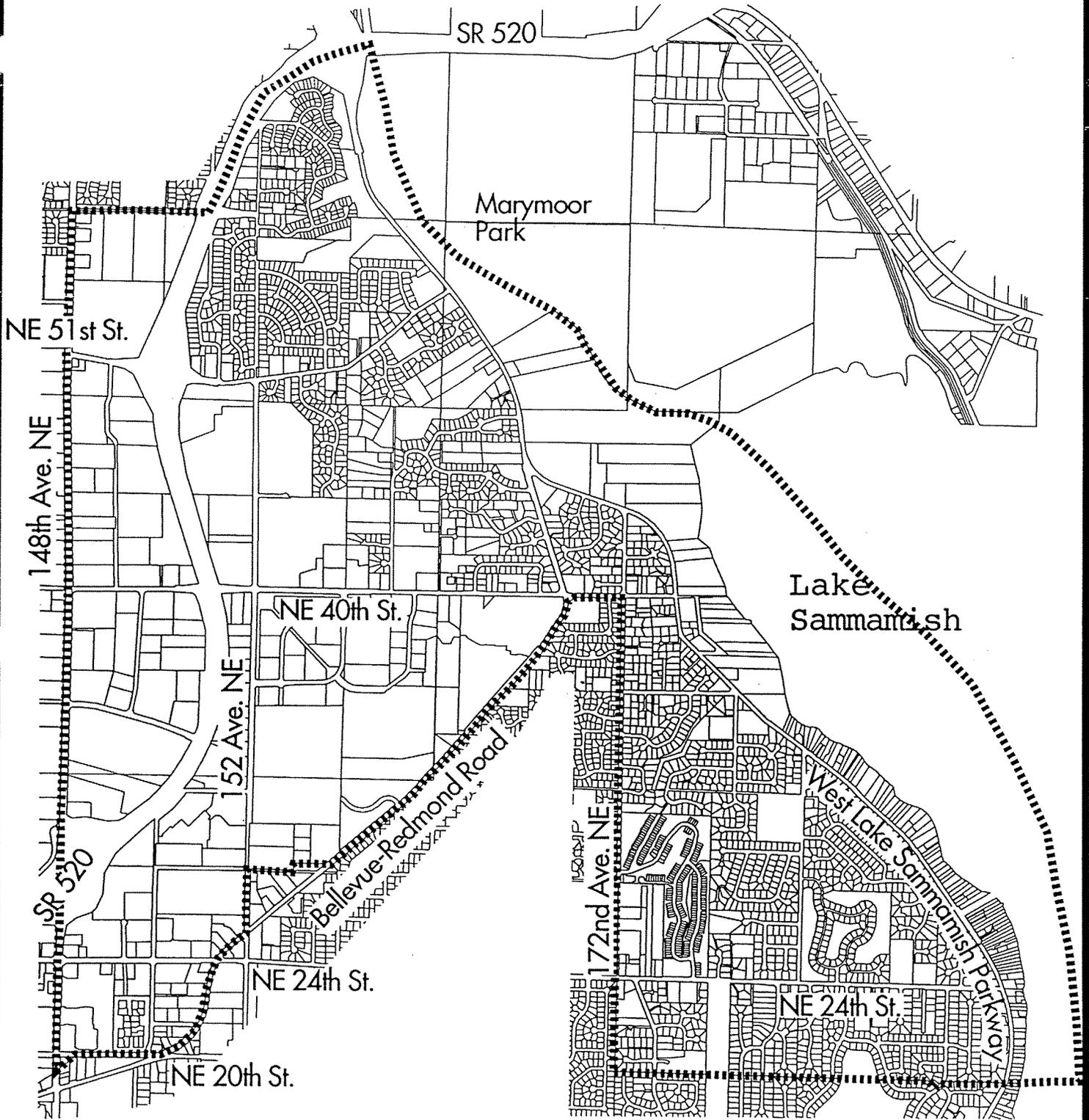


City Attorney



City Attorney

Overlake Neighborhood



..... Overlake Neighborhood

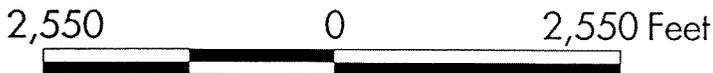




FIGURE S-BR.1

Bel-Red/Northup Land Use Plan

SF	Single Family	PO	Professional Office	PF/	Public Facility	⌘	School
MF	Multi-Family	O	Office	P/	Park	▲	Fire Station
-L	Low Density	OLB	Office, Limited Business	—	Subarea Boundary	★	Public Facility
-M	Medium Density	NB	Neighborhood Business		Planning District	⌘	Railroad Track
-H	High Density	CB	Community Business	----	City Limit	○	Power Lines
-UR	Urban Residential	GC	General Commercial				
		LI	Light Industrial				



This map is a graphic representation. It is not to be relied on for survey accuracy; it is not intended to specify acreage, dimensions or exact densities of development. Any reproduction or sale of this map, or any portion thereof, is prohibited without the express written authority of the City of Bellevue.



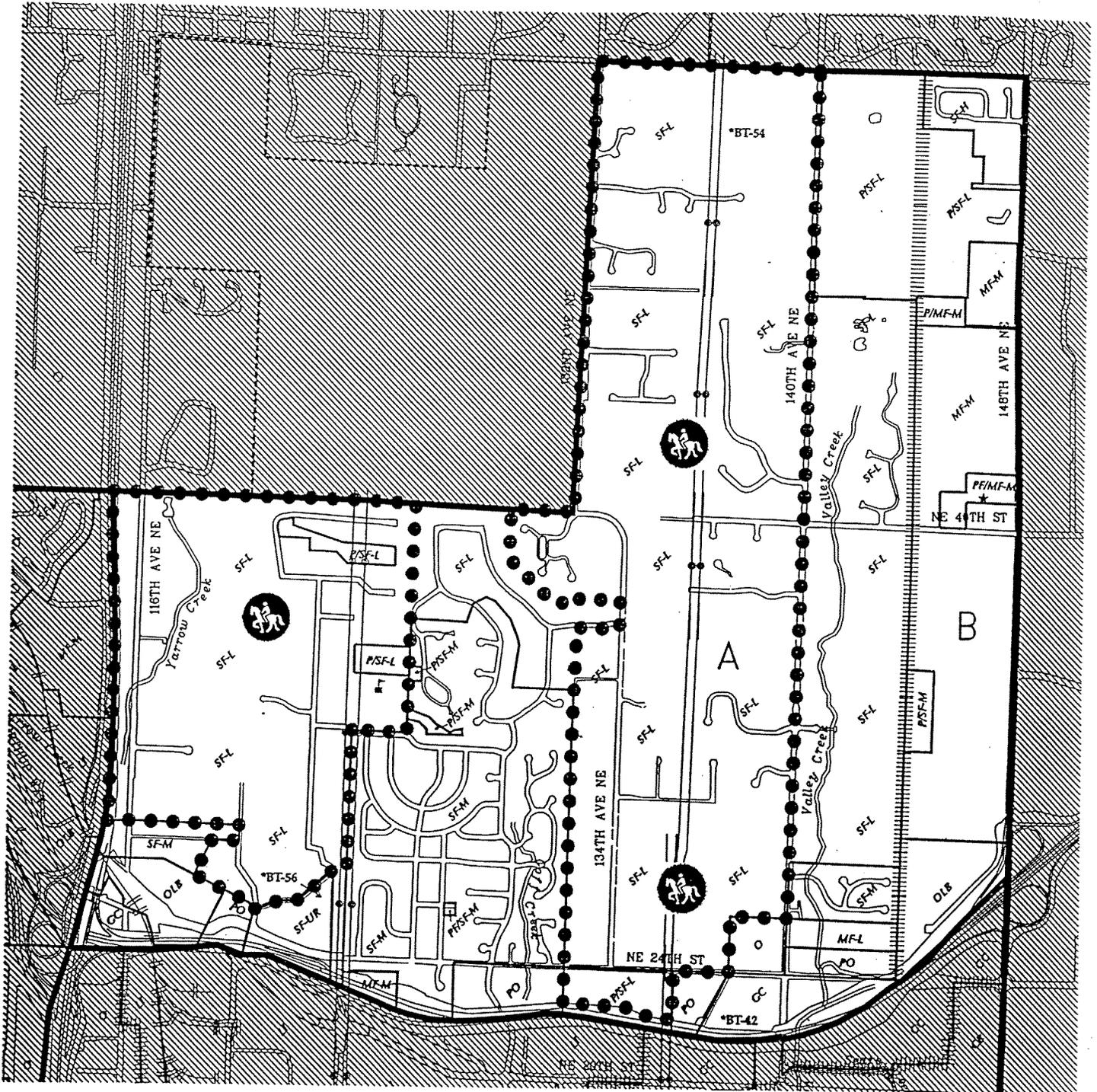


FIGURE S-BT.1

Bridle Trails Land Use Plan

SF	Single Family	PO	Professional Office	PF/	Public Facility	▭	School
MF	Multi-Family	O	Office	P/	Park	▲	Fire Station
-L	Low Density	OLB	Office, Limited Business	—	Subarea Boundary	★	Public Facility
-M	Medium Density	NB	Neighborhood Business		Planning District	—+—	Railroad Track
-H	High Density	CB	Community Business	----	City Limit	○●	Equestrian Overlay
-UR	Urban Residential	GC	General Commercial	●●	Area Boundary	—○—	Power Lines
		LI	Light Industrial				



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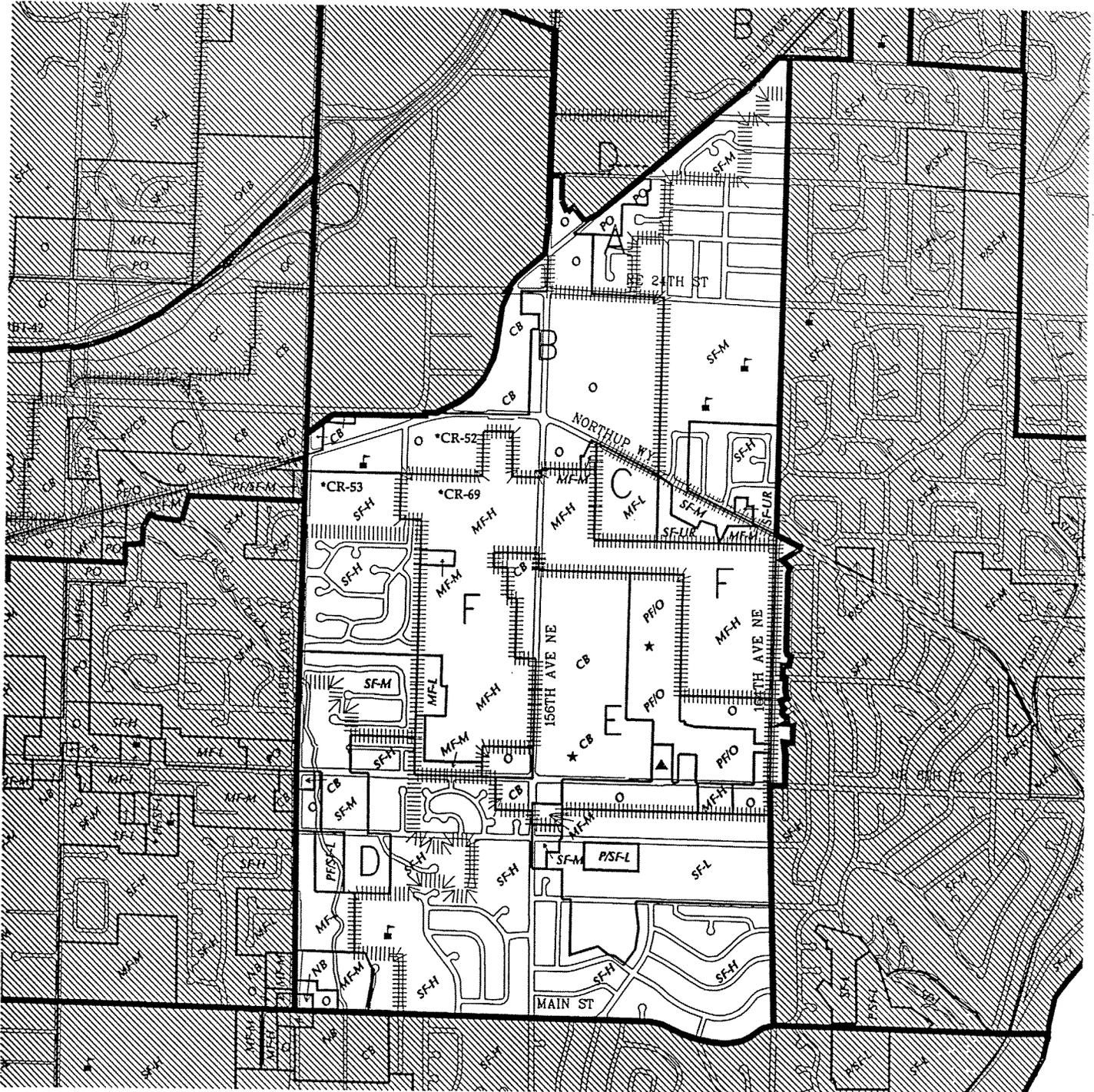


FIGURE S-CR.1

Crossroads Land Use Plan

SF Single Family
 MF Multi-Family
 -L Low Density
 -M Medium Density
 -H High Density
 -UR Urban Residential

PO Professional Office
 O Office
 OLB Office, Limited Business
 NB Neighborhood Business
 CB Community Business
 GC General Commercial
 LI Light Industrial

PF/ Public Facility
 P/ Park
 — Subarea Boundary
 ||||| Planning District
 - - - - City Limit

▭ School
 ▲ Fire Station
 ★ Public Facility
 ||— Railroad Track
 ○— Power Lines



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EXHIBIT C - Adopted BROTS Network

BROTS Project Number	Location	Project Description	Comment	Project Cost	BROTS % Cost Allocation*		Bellevue Share	Redmond Share
					Bellevue	Redmond		
Bellevue Projects								
BEL-BROTS-018.1	120th Ave NE/NE 12 St	Add southbound right turn lane		\$ 404,352	90.7%	9.3%	\$ 366,747	\$ 37,605
BEL-BROTS-019	116th Ave NE/NE 12th St	Add northbound right turn lane		\$ 1,396,032	90.7%	9.3%	\$ 1,266,201	\$ 129,831
BEL-BROTS-020.2	124th Ave NE/Bel/Red Rd	Add southbound right turn lane		\$ 939,072	90.7%	9.3%	\$ 851,738	\$ 87,334
BEL-BROTS-021	132nd Ave NE/Bel-Red Rd	Add southbound right turn lane		\$ 404,352	90.7%	9.3%	\$ 366,747	\$ 37,605
BEL-BROTS-048.1	120th Ave NE/NE 8th St	Provide three northbound approach lanes by converting one of two southbound lanes	Project completed. Allocate cost to Redmond.	\$ 884,352	90.7%	9.3%	\$ 802,107	\$ 82,245
BEL-BROTS-065	130th Ave NE	Widen to three lanes		\$ 517,331	90.7%	9.3%	\$ 469,219	\$ 48,112
BEL-BROTS-066	134th Ave NE/Bel-Red Rd	Install signal		\$ 384,000	90.7%	9.3%	\$ 348,288	\$ 35,712
BEL-BROTS-078	130th Ave NE/Bel-Red Rd.	Add second southbound right turn lane and a westbound right turn lane		\$ 1,595,000	90.7%	9.3%	\$ 1,446,665	\$ 148,335

EXHIBIT C - Adopted BROTS Network

BROTS Project Number	Location	Project Description	Comment	Project Cost	BROTS % Cost Allocation*		Bellevue Share	Redmond Share
					Bellevue	Redmond		
BEL-BROTS-015.1	124th Ave NE/Northup Way	Add northbound right turn, eastbound right turn, and eastbound through lanes; convert westbound right turn to westbound right turn/through		\$ 1,552,051	78.9%	21.1%	\$ 1,224,568	\$ 327,483
BEL-BROTS-025.2	140th Ave NE/NE 24th St	Add 2nd westbound left turn lane		\$ 1,272,449	78.9%	21.1%	\$ 1,003,962	\$ 268,487
BEL-BROTS-026	130th Ave NE/NE 20th St	Add southbound right turn and westbound right turn lanes		\$ 2,227,469	78.9%	21.1%	\$ 1,757,473	\$ 469,996
BEL-BROTS-046.2	NE 29th PI	Extend as 2/3-lane road; install signal at NE 24th Street. Provide two southbound right turn lanes at NE 24th St. Prohibit southbound left turn at NE 24th St		\$ 4,600,000	78.9%	21.1%	\$ 3,629,400	\$ 970,600
BEL-BROTS-049	140th Ave NE/NE 20th St	Add 2nd eastbound left turn, 2nd westbound left turn, and southbound right turn lanes		\$ 2,607,537	78.9%	21.1%	\$ 2,057,347	\$ 550,190

EXHIBIT C - Adopted BROTS Network

BROTS Project Number	Location	Project Description	Comment	Project Cost	BROTS % Cost Allocation*		Bellevue Share	Redmond Share
					Bellevue	Redmond		
BEL-BROTS-057.2	NE 24th St	Widen to four lanes from east of NE 29th PI to 140th Ave. NE. Provide two westbound lanes, one eastbound lane, and a two-way left turn lane		\$ 1,833,228	78.9%	21.1%	\$ 1,446,417	\$ 386,811
BEL-BROTS-071.1	136th PI NE	Upgrade to 2-lane urban standards		\$ 2,213,000	78.9%	21.1%	\$ 1,746,057	\$ 466,943
BEL-BROTS-075	Northup Way	Add second eastbound lane		\$ 3,321,512	78.9%	21.1%	\$ 2,620,673	\$ 700,839
BEL-BROTS-024.1	156th Ave NE/NE 20th St	Add 2nd northbound left turn lane and eastbound through lane extended 800 feet east of 156th Ave NE (plus transition)		\$ 2,620,782	52.7%	47.3%	\$ 1,381,152	\$ 1,239,630
BEL-BROTS-051.2	148th Ave NE/Bel-Red Rd	Add eastbound right turn lane and second westbound left turn lane		\$ 2,116,857	52.7%	47.3%	\$ 1,115,584	\$ 1,001,273
BEL-BROTS-063	156th Ave NE	Add a third southbound through lane between Bel-Red Rd and NE 20th St		\$ 3,639,000	52.7%	47.3%	\$ 1,917,753	\$ 1,721,247
BEL-BROTS-067	156th Ave NE	Add a two-way left turn lane from NE 20th to NE 24 St		\$ 3,322,944	52.7%	47.3%	\$ 1,751,191	\$ 1,571,753

EXHIBIT C - Adopted BROTS Network

BROTS Project Number	Location	Project Description	Comment	Project Cost	BROTS % Cost Allocation*		Bellevue Share	Redmond Share
					Bellevue	Redmond		
JOINT-BROTS-052	Bel-Red Rd/NE 20th St	Add southbound right turn lane; convert westbound lanes to provide left turn, left turn/through and through/right turn lanes		\$ 1,012,032	52.7%	47.3%	\$ 533,341	\$ 478,691
JOINT-BROTS-053.1	Bel-Red Rd/NE 24th St	Add southbound right turn lane and northbound left turn lane. Provide protected phasing for northbound left turns. Prohibit southbound left turns		\$ 1,890,108	52.7%	47.3%	\$ 996,087	\$ 894,021
JOINT-BROTS-050.1	148th Ave NE/NE 20th St	Add 2nd westbound left turn and 2nd eastbound left turn lanes		\$ 1,993,126	52.7%	47.3%	\$ 1,050,377	\$ 942,749
JOINT-BROTS-028	148th Ave NE/NE 29th Pl	Add southbound through and 2nd westbound left turn lanes; channelize yield for westbound right turn lane; convert eastbound right turn to shared right turn/left turn lane		\$ 1,650,740	27.5%	72.5%	\$ 453,954	\$ 1,196,787

EXHIBIT C - Adopted BROTS Network

BROTS Project Number	Location	Project Description	Comment	Project Cost	BROTS % Cost Allocation*		Bellevue Share	Redmond Share
					Bellevue	Redmond		
JOINT-BROTS-079	148th Ave NE/NE 36th St	Add 2nd southbound left turn lane and 2nd westbound left turn lane		\$ 1,143,000	27.5%	72.5%	\$ 314,325	\$ 828,675
JOINT-BROTS-022.3	156th Ave NE/Bel-Red Rd	Add southbound right turn lane		\$ 504,000	52.7%	47.3%	\$ 265,608	\$ 238,392
RED-BROTS-027	148th Ave NE/NE 40th St	Add 2nd southbound left turn and northbound right turn lanes		\$ 980,000	27.5%	72.5%	\$ 269,500	\$ 710,500
RED-BROTS-027.1	148th Ave NE/NE 40th St	Add second westbound right turn lane		\$ 426,000	27.5%	72.5%	\$ 117,150	\$ 308,850
RED-BROTS-029	148th Ave NE/NE 51st St	Add 2nd southbound left turn lane; convert westbound lanes to provide shared left turn/through and two right turn lanes		\$ 739,667	27.5%	72.5%	\$ 203,408	\$ 536,259
RED-BROTS-032	148th Ave NE/NE 56th St	Add northbound right turn lane		\$ 316,742	27.5%	72.5%	\$ 87,104	\$ 229,638

EXHIBIT C - Adopted BROTS Network

BROTS Project Number	Location	Project Description	Comment	Project Cost	BROTS % Cost Allocation*		Bellevue Share	Redmond Share
					Bellevue	Redmond		
RED-BROTS-068	148th Ave NE	Add northbound through lane; modify channelization and signals, SR-520 eastbound off-ramp to SR-520 westbound on-ramp		\$ 2,017,000	27.5%	72.5%	\$ 554,675	\$ 1,462,325
RED-BROTS-056.1	152nd Ave NE/NE 24th St	Add northbound and southbound approach lanes. Make northbound lanes: Left/Thru/Thru-Right. Make southbound lanes: Left/Thru/Right		\$ 1,994,000	52.7%	47.3%	\$ 1,050,838	\$ 943,162
RED-BROTS-008.1	150th Ave NE/NE 40th St	Add northbound right turn lane		\$ 692,742	23.1%	76.9%	\$ 160,023	\$ 532,719
RED-BROTS-085	150th Ave NE/NE 51st St	Add north leg to intersection. Provide two southbound left turn lanes		\$ 539,635	23.1%	76.9%	\$ 124,656	\$ 414,979
RED-BROTS-004.1	159th Ave NE/NE 40th St	Revise lanes to provide northbound left turn and shared northbound left turn/right turn lanes		\$ 46,925	14.3%	85.7%	\$ 6,710	\$ 40,215

EXHIBIT C - Adopted BROTS Network

BROTS Project Number	Location	Project Description	Comment	Project Cost	BROTS % Cost Allocation*		Bellevue Share	Redmond Share
					Bellevue	Redmond		
RED-BROTS-081	156th Ave NE/NE 36th St	Add eastbound right turn and a second westbound right turn lane		\$ 633,485	14.3%	85.7%	\$ 90,588	\$ 542,897
RED-BROTS-011.1	W. Lake Samm Pkwy/NE 51st St	Convert eastbound lanes to provide left turn and shared left turn/right turn lanes; convert southbound lanes to provide through and through/right turn lanes; and add northbound through lane		\$ 876,230	19.3%	80.7%	\$ 169,112	\$ 707,118
RED-BROTS-031	W. Lake Samm Pkwy/Bel-Red Rd	Add second eastbound left turn lane		\$ 757,000	19.3%	80.7%	\$ 146,101	\$ 610,899
RED-BROTS-005.4	148th Ave NE/Old Redmond Rd	Extend the eastbound right turn lane by increasing length and channelization		\$ 385,000	27.5%	72.5%	\$ 105,875	\$ 279,125
RED-BROTS-033	140th Ave NE/Redmond Wy	Add eastbound right turn and second northbound left turn lanes		\$ 1,032,000	7.8%	92.2%	\$ 80,496	\$ 951,504

EXHIBIT C - Adopted BROTS Network

BROTS Project Number	Location	Project Description	Comment	Project Cost	BROTS % Cost Allocation*		Bellevue Share	Redmond Share
					Bellevue	Redmond		
RED-BROTS-034.1	Willows Rd/Redmond Wy	Convert southbound lanes to provide left turn and left turn/through/right turn lanes; add westbound right turn lane		\$ 885,427	7.8%	92.2%	\$ 69,063	\$ 816,364
RED-BROTS-074	132nd Ave NE/Redmond Wy	Add westbound right turn lane		\$ 440,000	7.8%	92.2%	\$ 34,320	\$ 405,680
RED-BROTS-030	W Lk Sam Pkwy NE/SR-520 eastbound ramps	Add second eastbound left turn lane		\$ 316,742	19.3%	80.7%	\$ 61,131	\$ 255,611
RED-BROTS-039.1	W Lk Sam Pkwy NE/Town Center bridge	Construct new four lane connector with signal at W Lk Sam Pkwy NE		\$ 8,000,000	19.3%	80.7%	\$ 1,544,000	\$ 6,456,000
RED-BROTS-086	W Lk Sam Pkwy NE/Leary Way	Widen Leary Way approach to provide four lanes; left/left-through/through/right. Widen SR-520 on-ramp to two lanes for 500 feet		\$ 1,900,000	19.3%	80.7%	\$ 366,700	\$ 1,533,300
TOTALS:				\$ 69,022,921			\$ 36,424,434	\$ 32,598,487

*Cost allocation based on the BROTS "Financial Assessment and Preliminary Funding Strategy", Berk& Assoc., p. 79, Table 29 of the BROTS "Project Report", July 23, 1999.

EXHIBIT C - Adopted BROTS Network

BROTS Project Number	Location	Project Description	Comment	Project Cost	BROTS % Cost Allocation*		Bellevue Share	Redmond Share
					Bellevue	Redmond		

Deferred Projects (Not part of the Adopted BROTS network)

BEL-BROTS 48.0	120th/NE 8th	Extend from NE 8th St. to Old Bel-Red Rd; widen to 3 lanes from Old Bel-Red Rd to NE 12th St.		\$ 13,002,547	90.7%	9.3%	\$ 11,793,310	\$ 1,209,237
BEL-BROTS 69.0	132nd Ave NE	Widen to 3 lanes; modify signals.		\$ 381,888	90.7%	9.3%	\$ 346,372	\$ 35,516
BEL-BROTS 77.1	124th Ave NE/NE 8th St	Add northbound right turn lane.		\$ 884,352	90.7%	9.3%	\$ 802,107	\$ 82,245

EXHIBIT C - Adopted BROTS Network

BROTS Project Number	Location	Project Description	Comment	Project Cost	BROTS % Cost Allocation*		Bellevue Share	Redmond Share
					Bellevue	Redmond		
RED-BROTS 40.2	152nd Ave NE	Extend 152nd Ave NE over SR 520 to the intersection of 150th Ave NE/NE 36th St. Provide connection from overcrossing to NE 31st St. east of SR 520.	Redmond City Council voted in favor of deleting project but agreed to place 152nd Ave NE on street map to preserve right-of-way and agreed to study north/south corridor alternatives between 148th Avenue and 156th Avenue.	\$ 25,701,701	23.1%	76.9%	\$ 5,937,093	\$ 19,764,608
RED-BROTS 10.1	SR 520 Eastbound Ramps/NE 51st St	Add 2nd eastbound right turn lane.		\$ 504,742	23.1%	76.9%	\$ 116,595	\$ 388,147

EXHIBIT C - Adopted BROTS Network

BROTS Project Number	Location	Project Description	Comment	Project Cost	BROTS % Cost Allocation*		Bellevue Share	Redmond Share
					Bellevue	Redmond		
RED-BROTS 47.2	150th Ave NE	Construct 2-lane collector. Realign north end to form a four-leg intersection at NE 40th St. Install signal at NE 40th St.	Redmond City Council voted in favor of deleting project but agreed to place 152nd Ave NE on street map to preserve right-of-way and agreed to study north/south corridor alternatives between 148th Avenue and 156th Avenue.	\$ 6,839,000	23.1%	76.9%	\$ 1,579,809	\$ 5,259,191
RED-BROTS 1.1	SR 520 Eastbound Ramps/NE 40th St	Add 2nd eastbound right turn lane.		\$ 504,742	14.3%	85.7%	\$ 72,178	\$ 432,564

EXHIBIT D

Bel-Red/Overlake Transportation Study Update Baseline Projects

Redmond Projects

- 1.0 Interchange at NE 40th/SR 520
- 2.0 Widen Old Redmond Road 140th – 148th
- 3.0 Widen West Lake Sammamish – Bel-Red to SR 520
- 4.0 New traffic signal – NE 40th/159th
- 5.0 Modify signal – Old Redmond Rd/148th
- 6.0 Reconstruct 150th between NE 40th and NE 51st Street
- 7.0 Widen 140th Avenue NE – City limits – NE 80th
- 8.0 New traffic signal – NE 40th and 150th Avenue
- 9.0 New traffic signal – NE 51st & WB SR 520 ramps
- 10.0 New traffic signal – NE 51st EB SR 520 ramps

Bellevue Project

- 14.0 SR 520 Access Improvements

EXHIBIT E

BEL-RED/OVERLAKE TRANSPORTATION STUDY UPDATE NORTH/SOUTH CORRIDOR STUDY

DRAFT SCOPE OF WORK

Background

The cities of Bellevue and Redmond are nearing the completion of the Bel-Red/Overlake Transportation Study Update. Freeway, arterial, transit, pedestrian, bicycle, and transportation demand management needs were considered in the development of a 2012 multi-modal transportation plan for the joint Overlake area.

The intent of the BROTS Update was to:

- Evaluate future 2012 transportation needs based upon land use alternatives;
- Reassess the feasibility of planned improvements; and
- Focus on integrating roadway, transit, non-motorized, and demand management transportation solutions.

The BROTS update developed a set of transportation facilities to support Redmond's Overlake Neighborhood Plan. The Overlake Neighborhood Plan assumes a land use intensity of 15.4 million square feet of development in Redmond, and 12.2 million square feet in the Bellevue BROTS area by the year 2012. The BROTS update was intended to mitigate the impacts of growth and maintain established level of service standards.

The Redmond and Bellevue City Councils agreed to a set of transportation facilities. The Bellevue and Redmond City Councils agreed to explore a range of alternatives to address north/south corridor travel between and including 148th Avenue NE and 156th Avenue NE.

Goals of the Study

Identify alternatives that will:

1. Support level of projected growth.
2. Maintain established concurrency standards.
3. Protect neighborhoods from adverse traffic impacts.
4. Maintain the economic vitality of the Overlake neighborhood.
5. Maintain air quality standards.
6. Provide a superior cost/benefit ratio.
7. Maintain good circulation in the Overlake Neighborhood
8. Maintain or improve traffic operations for 148th Avenue NE
9. Maintain or improve transit access and reliability in the Overlake Neighborhood.

Alternatives to be Studied

The study will analyze a set of alternatives from the following categories:

1. Transportation Facilities

Facility options to be explored, include for example, expanding 156th Avenue NE/Bel-Red corridor (NE 40th to 148th Avenue NE) to 7 lanes, expanding 148th Avenue NE (NE 29th Place to Bel-Red Road), a new overpass over SR 520 at a new location, value engineering of original proposed projects 40.2 and 47.2, and include a non-build alternative.

2. Transportation System Management

Projects under this category will examine different alternatives for improving operations including restricting turning movements, coordinating signal timing, examining driveway access and exploring intelligent transportation techniques.

3. Transportation Demand Management

Projects under this category will explore a range of demand management solutions including the recommendations of the Trip Reduction subcommittee.

4. High Capacity Transit

The study will take into account planning for high capacity transit.

Elements of the Study

1. Alternatives analysis

The study will examine different alternatives from each of the categories. After examining different alternatives, a package of improvements will be tested for neighborhood acceptance, financial feasibility, and concurrency.

2. Operational analysis including performing a check on concurrency.

Each of the packaged set of alternatives will be tested for concurrency to determine if established level of service standards are being met. In addition, specific intersections will be examined to determine level of service and safety.

3. Environmental and air quality analysis.

The alternatives will be tested for compliance with air quality standards. In addition, environmental impacts will be discussed.

4. Cost/benefit and financial feasibility analysis

Each of the alternatives will be analyzed for costs and benefits. The recommended set of improvements must be financially feasible for implementation by both Bellevue and Redmond.

5. Recommended set of improvements with a time frame for implementation.

The study will recommend a preferred package of improvements with a recommended schedule for implementation.

Tasks to be Performed

- 1. Project management**
 - assign project managers from both Redmond and Bellevue
 - decide if a consultant should be hired to assist with study
 - assemble a technical advisory committee to oversee project
 - develop scope of work and project schedule
- 2. Public involvement**
 - develop a public involvement plan
 - determine whether a citizen oversight committee is needed
 - develop briefing materials, including graphics
- 3. Validate the Bellevue-Kirkland-Redmond (BKR) traffic model for the study area**
 - validate the BKR traffic model and develop trip table
- 4. Define 2012 Alternative Transportation Networks**
 - develop at least 3 2012 alternative transportation networks for analysis.
 - develop traffic forecasts for each of the alternatives
- 5. Evaluate 2012 Alternative Transportation Networks**
 - prepare level of service analysis for each alternative
 - prepare financial analysis for each alternative
 - determine neighborhood acceptance of each alternative
 - perform environmental and air quality review for each alternative
- 6. Define 2012 Preferred Alternative**
 - based on findings in task 5, develop a 2012 preferred alternative
 - develop traffic forecasts for the transportation network
- 7. Develop Financing Plan**
 - develop a realistic financing plan for projects and actions included in the preferred plan.
 - Plan should address apportionment of project costs, funding sources, prioritization and implementation issues.

8. **Prepare Final Study Documentation**

- fully document the overall study effort, including analysis methodologies, findings, conclusions and recommendations for an audience that includes citizens, City Councils, commissions, City staff and other consultants.

EXHIBIT F

DEVELOPMENT REVIEW PROCEDURES

A. Purpose

The purpose of this document is to provide for clear, predictable, and equitable procedures for conducting transportation impact analyses associated with development activity within the Overlake area¹, and to support the identification of transportation impacts and reasonable, effective mitigation measures to deal with those impacts.

In this document, the City where the proposed development is located is assumed to be the lead agency in the review of traffic impacts, and is referred to as the "lead City". Conversely, the other City is then referred to as the "non-lead City".

B. Applicable Developments

The requirements outlined in this document shall apply to any proposed developments or phased developments in the Overlake Area of Redmond and Bellevue that will generate 30 or more new vehicle trips in the PM peak hour. A phased development is defined as an approval involving multiple buildings by the same developer on the same or contiguous parcels for which development applications are filed no more than one year apart. Phases of such a development are treated together as one development for the purposes herein.

C. Overlake Area Defined

The boundary for the Overlake Area is shown on Map F-1. Any applicable development in Redmond or Bellevue proposed within this Area shall be subject to the terms of this document.

D. Basic Scope of Analysis

1. The traffic analysis conducted by the lead City shall contain, at a minimum, the following analyses:
 - a. An analysis of level of service conditions within a six-year concurrency time frame. This analysis shall be based on assigning proposed development traffic combined with base (current) year traffic onto a transportation network which incorporates all projects that are anticipated to be constructed within six years or which incorporates the six-year CIP program of either City including fully funded state projects. The purpose of this analysis is to verify maintenance of transportation service standards.

¹ The area described by Bellevue's Mobility Management Area #12 and Redmond Transportation Management District #5.

Data to be generated shall include project trip generation, project trip distribution, project turning movements, and background turning movements at affected intersections. Production of turning movement information may be waived with the agreement of the non-lead City. The traffic analysis shall include level of service data for all signalized intersections within the Overlake MMA/TMD, and the area-average level of service for the Overlake MMA/TMD. The traffic analysis shall also include level of service data for all signalized intersections outside the Overlake MMA/TMD affected by ten or more PM peak hour trips from the proposed development or phased development. Area-average level of service shall be according to the methodology used by the lead City. Intersection level of service analysis shall be according to the methodology used by the City in which the intersection is located.

- b. An analysis of long-term conditions which incorporates traffic from the proposed development. This analysis shall be based on development proposal traffic combined with long-range traffic onto a transportation network which incorporates the long range Transportation Facility Plan (TFP) of each City, along with planned state projects. If project trips are already included in the long range traffic projections, a separate long term analysis may not be required.

The purpose of this analysis is to (1) determine the financial responsibility of the proposed development for funding of the transportation system improvements, and (2) to disclose long-term level of service conditions which assume the proposed development.

Data to be generated shall include project trip generation, project trip distribution, project turning movements, and background turning movements at affected intersections. Production of turning movement information may be waived with the agreement of the non-lead City. The traffic analysis shall include level of service data for all signalized intersections affected by ten or more PM peak hour trips from the proposed development. Intersection level of service analysis shall be according to the methodology used by the City in which the intersection is located.

- c. The analyses described in subsections D.1.a. and D.1.b., above, may be modified or eliminated administratively as necessary to conform to any changes in the financing or impact mitigation systems described in the Interlocal Agreement to which these procedures are attached that are approved as provided in paragraph 11.A of the Interlocal Agreement. Each City agrees to inform the other City when such evolution warrants review of these procedures, and to participate in good faith in such a revision of these procedures.
2. The trip generation rates for proposed developments shall be based upon the rates cited in the most recent edition of the ITE Trip Generation Manual, or upon the rates cited in Bellevue's Transportation Impact Fee Program Technical Report (April 1991 or most recent update) or other acceptable studies. These rates may be adjusted to reflect documented data submitted by the developer or the Cities. If trip reduction strategies can

be successfully implemented, monitored and enforced, the resulting reductions shall be reflected in the development trip generation volumes.

E. Notification of Proposed Development

1. The lead City for a proposed development within the Overlake Area shall notify the non-lead City of the proposal application in writing as early in the review process as is practical.
 - a. This written notification should include a copy of the most recent site plan available and an estimate of the PM peak hour trip generation (with a breakdown of new, pass-by, and diverted trips, as available) for the development.
 - b. If the project includes a request to be covered by a SEPA Planned Action, this request shall be included with this notification. The notification and request shall be provided to the non-lead City before the lead City decides whether the proposal is covered by a SEPA Planned Action.
2. If the lead City decides a project is covered by a SEPA Planned Action, the lead City shall provide the non-lead City with a copy of the official notice of the said decision. For the City of Redmond's Overlake SEPA Planned Action, the City has administratively decided that the date of the published notice of the proposal application, pursuant to RCW 36.70B.110 or its successor, shall be the date of the official notice of the decision as to whether the project is covered by the Planned Action.
3. For any notice required by this section, if the non-lead City has any questions regarding the proposal or wishes to suggest issues for the scope of analysis, the non-lead City shall provide those questions or suggestions to the lead City within five working days of receiving the written notice.

F. Preparation and Review of Traffic Impact Analysis

1. The lead City for the proposed development shall define the scope of the traffic impact analysis. Input from the non-lead City on the scope of analysis is encouraged. The traffic impact analysis shall be prepared solely under the direction of the lead City. All discussions with the developer and/or the developer's project team on the traffic impact analysis shall be through the lead City, unless the developer is directed by the lead City to contact the non-lead City.
2. Once a traffic impact analysis has been prepared for the proposed development, the lead City shall provide two copies of the analysis, along with any necessary background information, to the non-lead City. The non-lead City shall have ten working days to review and comment on the traffic impact analysis.
3. If the comments from either City are significant enough in the lead City's determination to warrant new analysis, the lead City will require a revision of the traffic impact

analysis. When the revised traffic impact analysis has been completed, the lead City shall provide two copies of the new analysis to the non-lead City. The non-lead City shall then have five working days to review and comment on the new traffic impact analysis.

4. The Cities acknowledge the joint objective of minimizing the time and resources required to generate traffic impact analysis data in support of timely review of development proposals. In support of that objective, the Cities agree that it is essential that the non-lead City provide complete and final commentary on traffic impact analysis scoping and adequacy within the time lines outlined in sections F-1 through F-3, above, and that the lead City solicit and acknowledge commentary of the non-lead City and make a reasonable effort to satisfy the analysis requests of the non-lead City.

G. Mitigation of Traffic Impacts

1. Traffic impacts within the lead City precipitated by new development in the Overlake Area shall be mitigated by the developer as directed by the lead City. Traffic impacts of the development within the non-lead City on the non-lead City's TFP projects (including BROTS projects) will be mitigated through use of a pro rata share system. When the lead City's impact fees are updated to include the BROTS projects, impact mitigation to be applied to BROTS projects will occur through the impact fees and a joint funding program by the Cities. Impact mitigation to be applied to the non-lead City's TFP non-BROTS projects will continue to be addressed through pro rata share contributions to the cost of the project.
2. If pro rata share analysis is needed, the lead City shall provide the developer with a long-term PM peak hour trip assignment based on the Bellevue/Kirkland/Redmond traffic model, at the developer's expense. The developer shall calculate the pro rata share of TFP projects in the non-lead City impacted by ten or more vehicle trips generated by the development in the PM peak hour. The pro rata share shall be calculated by dividing the development's PM peak hour trip volume traveling through a given transportation improvement by the total long range network year PM peak hour volume at that location, and then multiplying the resulting number by the cost of the street improvement. Prior to issuance of a building permit, the developer shall, at the discretion of the non-lead City, pay to the non-lead City, or enter into an agreement with the non-lead City to pay at a future date, a pro rata share of TFP projects within the non-lead City that are not covered by BROTS impact fees.
3. The current TFP project list for the non-lead City will be provided to the lead City at the time notification is given of a proposed development. The resulting mitigation fee estimates shall be included as part of the first draft of the traffic impact analysis so that the non-lead City shall have the opportunity to review the calculations.
4. A traffic analysis showing that a development will send trips into a non-lead City's MMA/TMD that already exceeds its adopted LOS standard or into a non-lead MMA/TMD that as a result then exceeds its adopted LOS standard may trigger the requirement for additional analysis and mitigation. The non-lead City may request that

the lead City require that the development's total impact exceeding the adopted standard in such an MMA/TMD be mitigated in order to avoid or minimize a significant negative impact in accordance with the non-lead City's policies and standards under SEPA. The analysis and mitigation shall be based on the adopted policies and regulations of the impacted non-lead City.

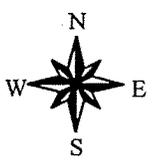
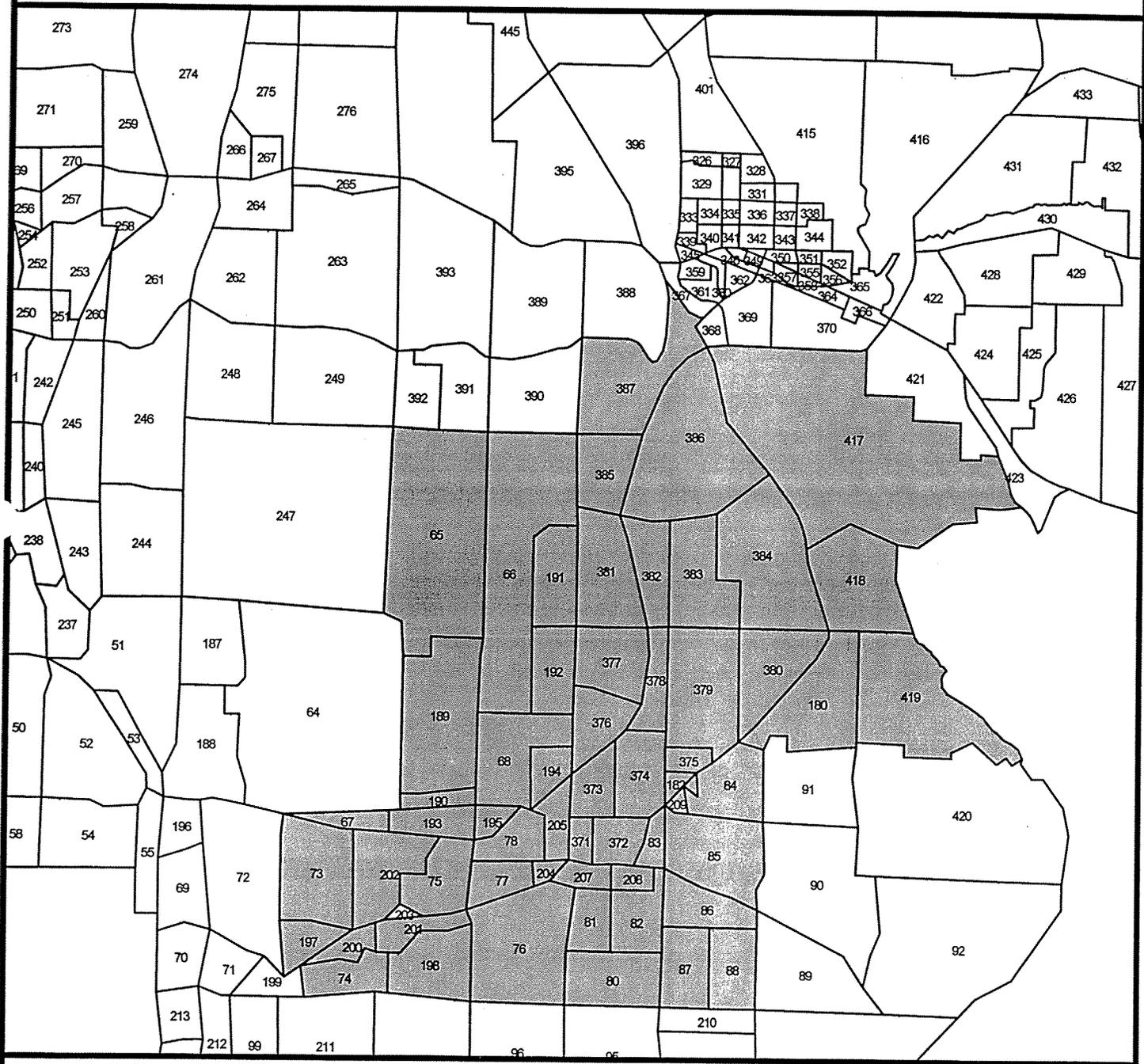
5. Mitigation of project impacts on the non-lead City's TFP projects are collected from developers by the lead City until final inspection of the TFP project is complete and construction costs have been paid in full.
6. Mitigation of project impacts on state improvement projects shall be calculated as per the policy of the lead City. If monetary mitigation is required, the lead City shall collect payment from the developer for transfer to the Washington State Department of Transportation. The requirement to pay such mitigation will be imposed up to the date that final inspection of the project is complete and construction costs have been paid in full unless otherwise provided for in an interlocal agreement between the State of Washington and the lead City.

H. Resolution of Disputes

The traffic review and mitigation process outlined above is intended to minimize disputes between the two Cities. When the non-lead City disputes any element of a traffic impact analysis or an approval of a SEPA Planned Action request, staff representatives will meet and confer and attempt to reach agreement. If the two Cities are not able to resolve disagreements prior to issuance of a SEPA threshold determination for a proposed development, prior to approval of permit conditions, or prior to approval of a SEPA Planned action Request, then the non-lead City has the right to appeal the SEPA determination, project approval, or SEPA Planned Action Approval through established appeal processes.

MAP F-1

JOINT DEVELOPMENT REVIEW PROCEDURES AREA OF PARTICIPATION



 **JOINT DEVELOPMENT REVIEW AREA**

 **BKR TRAFFIC ANALYSIS ZONES**

EXHIBIT G

BROTS FINANCIAL PROCESS AGREEMENT

I. Purpose

The purpose of this exhibit is to provide a clear and workable process for the management and allocation of BROTS project costs between the cities of Bellevue and Redmond in accordance with the financing provisions of the BROTS Interlocal Agreement. This exhibit establishes the "funds transfer method" for accounting for and paying such costs.

II. Policies/Processes with Regard to Project Work

- A. Billing Procedure. The city responsible for project management of a BROTS project will bill the other city for such other city's share of actual BROTS project costs on a quarterly basis.
1. Each project will be billed individually and each statement will include the BROTS project number, description and cost as contained in Exhibit C. A summary of the charges for each BROTS project billed will be included in the billing statement. Backup invoices and time sheets for charges made to the project shall be made available to the city being billed upon request.
 2. Upon agreement of each city, in order to effectively manage projects, save time and reduce overall project costs, multiple BROTS projects may be combined and treated as subprojects within a single CIP project. When this happens, the city managing the CIP project may not be able to segregate the costs of the individual BROTS subprojects for billing purposes. In these cases, the costs billed for each individual BROTS subproject will be listed, but will be based on a prorata share of the total costs incurred for the group of combined BROTS projects.
 3. Payment of invoices shall be due within sixty (60) days of the invoice date.
 4. Except as provided in Paragraph II.E of this Exhibit G, any changes in project scope or increases in cost from those contained in Exhibit C must be approved by both cities through the process outlined in Section 11.A of the BROTS Interlocal Agreement before charges for scope changes can be included in project billings.
- B. Treatment of Grants Received. Each city's project cost share for each BROTS project shall be based on the net project costs after grant funds received by either city have been applied to the total project cost. Grant administration expenditures shall be included in the total project cost. The city managing the grant shall charge the expense of grant administration to the project.

- C. Impact Fees. Any impact fees collected by the cities will be handled in accordance with Exhibit F, Development Review Procedures.
- D. Annual Reporting.
1. Each city will prepare an annual reconciliation of project activity for the projects it has managed during the preceding year. The reconciliation shall be a compilation of the individual BROTS project billing statements.
 2. Each city will provide the other city with a list of projects planned in the coming year. The list will be completed and distributed by the end of January of the year the project work is scheduled.
 3. As an alternative to D.2 above, each city may at their own choice provide an updated copy of its adopted CIP budget to the other city. Updated CIP budgets will be provided in the year of approval by the City Council. If amendments to BROTS CIP projects are approved after the adoption of the budget, a copy of the amendment will be provided to the other city.
- E. Changes to BROTS Project Costs. BROTS project cost increases shall be reviewed either administratively or by the city council of both cities subject to the following criteria:
1. Project construction cost increases over the 1998 BROTS project cost estimates as contained in Exhibit C shall be administratively reviewed by each city. Upon mutual agreement of the staff of both cities, cost increases not exceeding 10% than the 1998 BROTS project cost estimates in Exhibit C, adjusted for the Seattle Heavy Construction cost index inflation factor to the midpoint of construction, can be approved administratively, without the review and approval of each city council.
 2. Project Cost increases exceeding 10% more than the 1998 BROTS project cost estimates in Exhibit C, adjusted for the Seattle Heavy Construction cost index inflation factor to the midpoint of construction shall be approved by the city councils of both cities.
- F. Changes in the scope of BROTS projects contained in Exhibit C. Increases to project costs due to a change in project scope must be approved by both city councils.

ORIGINAL

0404-RES
09/22/99

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 6353

A RESOLUTION authorizing the City Manager to execute an interlocal agreement with the City of Redmond regarding land use planning and the funding and construction of transportation improvements in the Bel-Red/Overlake Transportation Study Area (BROTS).

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is authorized to execute that certain Interlocal Agreement Between the Cities of Bellevue and Redmond Regarding Land Use Planning and the Funding and Construction of Transportation Improvements in the Bel-Red/Overlake Transportation Study, a copy of which Agreement has been given Clerk's Receiving No. 17710.

Passed by the City Council this 27th day of September, 1999, and signed in authentication of its passage this 27th day of September 1999.

(SEAL)



Mike Creighton, Mayor

Attest:



Myrna L. Basich, City Clerk