



**To:** Mayor Balducci and Members of Council

**From:** Nancy LaCombe, Regional Transportation Project Manager

**Date:** April 17, 2014

**RE:** East Link Public Hearing Follow-up Questions

**Cc:** East Link Steering Committee

Below you will find responses to Council questions raised at the East Link public hearing on April 13, 2015. For ease in addressing questions, we have combined and sorted by category. If supporting documents, renderings, etc. were helpful in providing a response, those have been attached as well. Supporting documents have been numbered to correspond to question numbers, not necessarily chronological order.

If there be any confusion in the responses provided, additional questions, or should you desire clarification, please do not hesitate to contact me.

<b>NOISE:</b>	
1	<p>In response to the public comment about the 44 homes in the Enatai neighborhood that need noise packages installed in homes prior to the start of construction, is this included in the MOU? If not, how can the city protect them specifically?</p> <p>Noise walls are proposed along the alignment, either on the guideway or at grade adjacent to residential areas, to meet FTA mitigation requirements. Sound Transit has also proposed modifications to wall heights and/or lengths to mitigate train noise to at or below existing ambient noise levels.</p>
2	<p>What does the MOU say about the planned noise mitigation before construction? Will this mitigation absorb sound instead of reflect/deflect?</p> <p>MOU Section 23.1(a) – “The temporary noise wall at the south portal of the downtown tunnel and permanent noise walls (other than those that are required on the light rail guideway) shall be given priority in the sequence of construction and installed as early as technically feasible and practical in the construction process in order to ensure that the permanent noise walls also provide some benefits during construction of the Project. The City, Sound Transit and their contractors will consult on the appropriate sequence and timing for installation of permanent noise walls. Alternative solutions that achieve an effective level of noise mitigation may be considered. The final timing of installation of the noise walls or alternatives</p>

	<p>shall be established in the clearing and grading permit for each related contract package.”</p> <p>According to the city’s noise expert Julie Wiebusch, the reflection of noise from the noise walls was modeled and it was determined there was “no added impact from reflections off the wall.” This is likely due primarily to the distance between the wall and residences. Traffic will dominate noise levels. The acoustical panels along the guideway contain a sound absorbing material which further reduces operational noise from the LRT.</p>
<p>3</p>	<p>Please provide more specificity on noise mitigation and impacts, including views, on the Mercer Slough Nature Park.</p> <p>MOU Section 23 covers a several requirements regarding noise. In addition to working cooperatively and satisfying all local, state and federal requirements, including but not limited to Chapter 20.25M LUC, Sound Transit agrees to provide the mitigation identified in the Mitigation Map Exhibit O. Exhibit O identifies approximate location and height of noise walls and location of lubricators. It also contains:</p> <ul style="list-style-type: none"> <li>- All light rail vehicles are designed with wheel skirts (a cover over the wheel wells) that reduce noise from the rail-wheel interface, which is the primary source of noise from operating trains.</li> <li>- Maintain consistent maintenance of light rail vehicles and tracks: <ul style="list-style-type: none"> <li>o Grind or replace worn rails to keep noise levels within required levels</li> <li>o Grind down flat spots on wheels, which are caused by hard braking and can cause increases in noise levels produced by light rail vehicles</li> <li>o Train operators to identify potential wheel flats and other mechanical problems so that timely maintenance can be performed</li> </ul> </li> <li>- Modify rail shape to reduce rail-wheel noise. The modified rail shape will be used on East Link.</li> <li>- Grind the head of rails to a smoother surface than is required for freight rail roads.</li> <li>- Sound Transit learned that wheel squeal occurs on curves with a radius of 600-feet or less. On East Link all track curves with a radius of 600-feet or less near noise sensitive receivers will be built with a rail lubricator to reduce the noise in the curves.</li> <li>- Maximize the use of ballasted track, which is quieter than paved track</li> <li>- Install all switches on ballasted track or on plinths so that they can be easily replaced if found that a quitter switch type is needed at that location.</li> <li>- During nighttime hours, public announcement (PA) volumes vary with ambient noise.</li> <li>- Wayside audible warning devices are directed toward pedestrians.</li> <li>- Train bell noise levels reduced at night.</li> </ul>

MOU Section 23.1(b) discusses monitoring and corrective mitigation – “At least 6 months prior to commencing vehicle testing and system start-up, Sound Transit shall submit for approval by the Director of the Development Services Department (“DSD”), a 3-year noise and vibration monitoring program for the Project to confirm that operating light rail train noise levels meet FTA ROD criteria and DMP requirements applicable at the time of DMP approval. Such program shall also include a noise complaint and resolution process to be approved by the Director of DSD. The 3-year period shall begin at the start of vehicle testing and system start-up prior to revenue service. Sound Transit will monitor once during vehicle testing and system start-up and once each year for two years after revenue service begins for a total of three rounds of monitoring. Monitoring will be conducted at representative locations where impacts and mitigation have been identified in the Design and Mitigation permit process.

If measured levels show that noise or vibration attributable to the Project exceed FTA criteria or DMP requirements applicable at the time of DMP approval, and track or light rail vehicle modifications are not sufficient to bring the Project within compliance, Sound Transit shall submit a mitigation plan within 60 days with appropriate reasonable mitigation for approval by the Director of DSD to achieve compliance. Such mitigation techniques may include, but shall not be limited to, adjustments to bells and auditory devices at stations, increase in the height or length of existing noise walls where feasible, installation of noise walls along the guideway, rights-of-way or property boundaries, installation of track lubricators or noise insulation packages, acoustic grinding of rails or installation of rail dampers. Upon approval of such mitigation plan by the Director of DSD, Sound Transit shall work to expedite installation of the approved corrective mitigation. One additional round of monitoring will be conducted to confirm compliance at the location of any exceedances if identified in the last year of the monitoring program.”

The Transit Way Agreement Section 2.0 c states: “Sound Transit expressly agrees that it will construct, operate and maintain the Light Rail Transit System in compliance with this Agreement and all applicable City permits, ordinances and state and federal laws. Sound Transit shall maintain the entire trackway through the City and all light rail vehicles operating on such tracks to ensure operating light rail train noise levels meets FTA ROD criteria and City permit requirements applicable at the time of permit approval.”

Attachment 3a provides renderings generated at several residences along Bellevue Way SE. Attachment 3b provides a before/after view of the Slough from Bellevue Way SE.

4 Is there flexibility in Sound Transit’s schedule for installing noise walls in the South Bellevue segment? It would be preferable to limit the noise walls to preserve views of the Mercer Slough Nature Park, if the noise walls turn out to be unnecessary based on actual noise levels once operation begins.

Noise mitigation for light rail is regulated by the FTA. Certain mitigation must be installed prior to the operation of the train.

5	<p>There needs to be language in the MOU about prioritizing the installation of temporary noise walls. Is it possible to put temporary noise walls up around elevated construction?</p>
	<p>MOU Section 23.1(a) provides - The temporary noise wall at the south portal of the downtown tunnel and permanent noise walls (other than those that are required on the light rail guideway) shall be given priority in the sequence of construction and installed as early as technically feasible and practical in the construction process in order to ensure that the permanent noise walls also provide some benefits during construction of the Project. The City, Sound Transit and their contractors will consult on the appropriate sequence and timing for installation of permanent noise walls. Alternative solutions that achieve an effective level of noise mitigation may be considered. The final timing of installation of the noise walls or alternatives shall be established in the clearing and grading permit for each related contract package.</p> <p>Permanent noise barriers are placed on the elevated guideway once construction has been completed. It is not feasible to construct temporary barriers at the elevated guideway locations.</p>
6	<p>The MOU anticipates issuance of noise variances without articulating any standards about the criteria and process. Also, the issue about insulation and mitigation for certain properties should be addressed in noise variance applications. Please add language to the MOU to address these issues.</p>
	<p>Mitigation, monitoring, reporting and outreach requirements may be imposed for noise exemptions granted for extended construction work hours.</p>
<p><b>LAKE BELLEVUE:</b></p>	
7	<p>A speaker from Lake Bellevue referred to 20 questions that have not been answered by Sound Transit or City staff. Please provide the questions and answers.</p>
	<p>See attachment 7a, 7b and 7c for email correspondence and questions.</p>
<p><b>PERMITTING:</b></p>	
<p>The City issued the Shoreline Permit on November 6, 2014 and is currently under appeal.</p>	
8	<p>A resident mentioned the shoreline permit and visual access of Mercer Slough Nature Park. This resident expressed concern that the city's shoreline permit applies differently to Sound Transit than it does to residents. How do we reconcile differences between our expectations for Sound Transit and our residents regarding the shoreline permitting process? What is the rationale?</p>
	<p>Sound Transit must comply with all applicable laws and regulations related to permitting and permitting requirements.</p> <p>The Shoreline Substantial Development Permit and Variance from the City's Shoreline Master Plan can be found here:  <a href="http://www.bellevuewa.gov/pdf/land%20use/13-135764-WG_13-135765-LS_East_Link_Sound_Transit.pdf">http://www.bellevuewa.gov/pdf/land%20use/13-135764-WG_13-135765-LS_East_Link_Sound_Transit.pdf</a> While this is a very large document, nearly 1100 pages, it contains the 28 page staff report that outlines the conditions of approval.</p>

9	<p>Although the city permitting process is delegated to the staff, the MOU still needs to cover the basics of what is in the permits. Is this included in the MOU?</p> <p>City permits are a regulatory process. Section 8.3 of the MOU states: “Nothing in this MOU shall be deemed a waiver of the City’s regulatory authority nor a predetermination of the compliance of the Project, the OMSF, or projects identified in Section 21.0 with applicable codes and regulations.” See attachment 9 for the city permit processing graphics.</p>
<b>CONSTRUCTION:</b>	
10	<p>What are the plans for construction mitigation regarding traffic, detours, parking and bus stops? Where will truck haul routes be located to take away the excavated soil? What certainty does the city have regarding these topics, and is this covered in the MOU?</p> <p>Right-of-Way Use permitting will specify requirements for traffic mitigation, detours, truck haul routes and other construction limitations within City right-of-way. Attachment 10a shows a permitting process graphic, which was presented to Council and stakeholders.</p>
11	<p>Please add more specificity on Bellevue Way traffic mitigation.</p> <p>Section 23.3 of the MOU States: “Maintenance of Traffic. Sound Transit and the City will collaborate with the Project’s construction contractors to develop maintenance of traffic plans that to the greatest extent practical minimize disruptions to City businesses and residents during construction. These maintenance of traffic plans shall be finalized and approved through the City’s Right of Way Use permit process. Sound Transit shall provide notice across a variety of methods in advance of closures, detours and major construction activities and work with the City to provide rapid response to traffic issues and concerns. Without limiting the foregoing, Sound Transit shall specifically seek opportunities to minimize impacts to Bellevue Way SE, 112<sup>th</sup> Ave SE/road over rail, 110<sup>th</sup> Ave NE/north portal and the NE 20<sup>th</sup> Street/136<sup>th</sup> Avenue NE intersection through a variety of techniques, including:</p> <ul style="list-style-type: none"> <li>(a) Value engineering construction proposals. (VECP). Sound Transit will review VECP’s with the City of Bellevue Transportation Department.</li> <li>(b) Evaluating the inclusion in contract documents of interim milestones for completion and opening of roadways and liquidated damages for delays.</li> <li>(c) Sound Transit, and their contractors, and the City will collaborate consult on reasonable opportunities to minimize the duration and scope of any lane closures, including good faith efforts to maintain 4 lanes of travel along Bellevue Way SE for as long as practical.”</li> </ul>
12	<p>There is an opportunity to determine whether the Bellevue Way could be restriped and regraded to maintain two lanes of travel in each direction. The agreement should indicate in stronger language that, if this option is reasonable and not overly expensive, it will be done.</p> <p>See MOU Section 23.3(c) above.</p>

13	<p>In regard to the South Bellevue Park and Ride: What are the planned traffic and parking revisions? How will bus stops be relocated? What is process for determining solutions? How will this be managed?</p>
	<p>Sound Transit has not finalized exact locations for parking replacement, but has begun community outreach and contacting property for potential use for replacement. Attachment 13 depicts the presentation made to Council on February 2014.</p> <p>Section 23.4 of the MOU states: “South Bellevue Park-and-Ride Closure. Sound Transit will minimize the duration of the closure to the extent practical. At least 60 days prior to the closure Sound Transit will identify and implement alternate parking and transit access for the commuters who utilize the existing park and ride in consultation with the Transportation Department Director and King County Metro. Sound Transit shall provide contract milestones for completion of the garage and liquidated damages for delays. Sound Transit and their contractors will consult on reasonable opportunities to make portion(s) of the Park-and-Ride available to commuters prior to completion of the South Bellevue Station.”</p>
14	<p>Can the city, Sound Transit and Inrix collaborate to provide real-time traffic information during construction on Bellevue Way?</p>
	<p>City and Sound Transit have talked about interactive mapping during construction, but have not finalized any specifics. City staff are aware of, and will continue to explore options with Inrix, or other similar vendors.</p>
15	<p>The question of whether the mitigation is adequate still needs to be answered. Issued about Bellevue Way, input from the CAC and other permit requirements needs to be considered.</p>
	<p>The MOU Section 23.0 includes language related to Permitting, Project Certainty and Mitigation; and the Mitigation Map Exhibit O includes additional information about required mitigation. The MOU does not address all required mitigation. Other City permit requirements, such as the Right-of-Way Use, Clear and Grade and the Design and Mitigation permits will address additional mitigation. The CAC input regarding the Design and Mitigation permits is ongoing. Additionally, other state and federal mitigation requirements must be met by the project.</p>
<p><b>PARKS AND OPEN SPACE:</b></p>	
<p>There is significant background information in the materials prepared for the Recreation and Conservation Funding Board. Attachment 16-17 is this material. Section 3 of this information, pages 3-1 through 3-33 provide a question/answer format along with many renderings with before/after viewpoints.</p>	
16	<p>What is the implication of adding new species to the Mercer Slough Nature Park, or do we want to preserve existing species?</p>
	<p>Plant and wildlife habit impacts were evaluated in the Environmental Impact Statement prepared for East Link. Steps to minimize and mitigate impacts will be monitored under permitting conditions of a variety of local, state and federal agencies.</p>

17	Please explain more about removal of trees, and planting of trees and vegetation replacement. Will the trees be significant? What sizes?
	The City defines “significant” tree as a tree with an eight-inch or greater diameter. For the areas within the Mercer Slough Nature Park that are impacted by the project, the total number of significant trees removed is 691, and 2,873 are proposed to be added. More than four times the number of trees are added compared to what is removed in the park.
<b>ENGINEERING/DESIGN:</b>	
18	Please explain the background of how the final alignment was selected.
	<p>Sound Transit has identified the following reasons supporting the selected alignment compared to other alternatives:</p> <ul style="list-style-type: none"> <li>- Provides a direct route from I-90 to downtown Bellevue</li> <li>- High ridership, connects to the existing South Bellevue Transit Center park and ride which has convenient bus connections from I-90 and within Bellevue</li> <li>- Minimizes impacts to the natural environment, low impacts to wetlands, low impact to wildlife habitat</li> <li>- Minimizes construction and operational impacts to Bellevue Way SE, a high volume, four-lane arterial and major access point to I-90</li> <li>- Minimized impacts to the residential community to the west, including lower noise and visual impacts, property acquisition and displacements</li> <li>- The trench profile reduces visibility of the light rail from within the park, from Bellevue Way SE and to residences to the west</li> <li>- The lidded trench in front of the Winders House preserves the historic visual setting of the house</li> <li>- The Periphery Loop Trail along Bellevue Way SE will be widened and improved with streetscape planting beds and street trees consistent with City of Bellevue’s Pedestrian and Bicycle Master Plan</li> <li>- The East Link EIS analysis concludes that the selected alignment was one of the alternatives having the least overall impact on parkland and Section 4(f) resources (including but not limited to Mercer Slough Nature Park). The US Department of the Interior concurred with this conclusion</li> <li>- The selected alternative is affordable within the project budget</li> </ul>
19	Please create a simulation of how the alignment would look if riding light rail.
	The animation, while a little higher than actually riding light rail, provides a relatively good representation. The animation can be found here: <a href="http://www.youtube.com/watch?v=fF-Di9uGKZc">http://www.youtube.com/watch?v=fF-Di9uGKZc</a>
20	There were mentions of tunnels in Seattle. Please explain the cost implications and comparisons between tunnels and above ground alignments.
	General industry standards note that an elevated alignment is two-times the cost of an at-grade alignment; and a tunnel alignment is four-times the cost of an at-grade alignment.

21	<p>There is no provision about what happens if Sound Transit cannot cross the I-90 bridge. The MOU needs to specifically state that an alternative would be worked out if East Link cannot cross I-90.</p> <p>If Sound Transit cannot cross the I-90 bridge, the Project as defined in the MOU cannot be constructed.</p> <p>MOU Section 14.3 states, “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 polices in the approved ST 2 Plan. The parties shall also cooperatively address Sound Transit’s need for and use of city-owned properties. In the event the Project alignment is revised, and certain properties conveyed by the City as part of this MOU are no longer needed for the Project, Sound Transit shall convey such property rights back to the City at no additional cost.”</p>
<b>OMSF:</b>	
22	<p>Please provide more specificity with regard to implementing mitigation of the OMSF in Bel-Red.</p> <p>The MOU Section 20.0 OMSF provides language regarding terms related to the placement of the OMSF in the Bel-Red area. Generally the amended MOU addresses:</p> <ul style="list-style-type: none"> <li>- Design modifications that allow for future transit oriented development (TOD)</li> <li>- Design integration of the OMSF with surrounding architecture and future development</li> <li>- Non-motorized connections along the future Eastside Rail Corridor (ERC) and connections from the ERC to 120<sup>th</sup> Avenue NE.</li> </ul>
23	<p>Please explain the OMSF development agreement, and how the timing of the agreement would work. We heard comments that the city should have certainty in a development agreement and make it specific to some type of measurable outcome by use and not just overall.</p> <p>The Development Agreement will determine the specific land uses for the parcels. It will also prescribe the disposition of the parcels regarding timing and any conditions that would affect value, such as affordable housing. The agreement also acknowledges the parties goal that the TOD development should occur a close to commencement of operations as possible. This means that work should commence as soon as possible. Stakeholders have asked that the Market Study condition that would precede the Development Agreement be eliminated to save time.</p>



24	Auto Nation requested that the city work with Sound Transit to reclaim the space they will lose from the OMSF. Could this be addressed in the development agreement?
	Yes, this could be addressed in the development agreement associated with Parcel 2.
25	<p>The OMSF is limited to 96 cars for five years only, because that is the life of the MOU. This needs to be a permanent limit.</p> <p>The MOU addresses this in two sections:  Section 1.17 “Operation and Maintenance Satellite Facility (“OMSF”): is a type of essential public facility, and refers to a regional light rail transit facility component used for overnight storage and maintenance of an expanded fleet of up to 96 light rail vehicles as described in the Sound Transit “Link Operations and Maintenance Satellite Facility Environmental Scoping Information Report” dated September 2012, and other related documents.”</p> <p>and</p> <p>Section 20.7 “Sound Transit agrees that the boundaries of the OMSF and number of cars stored and maintained at the OMSF will not be expanded, and that no additional light-rail maintenance or bus storage/maintenance facilities will be located in the City of Bellevue. This Section shall survive termination of the MOU.”</p>
26	<p>Please clarify throughout the MOU that East Link and OMSF are different projects. It needs to be clear that environmental review has been completed for East Link, but not for the OMSF.</p> <p>MOU Section 1.0 Definitions addresses this in:</p> <p>Section 1.7 <u>Light Rail Transit System</u>. “Light Rail Transit System” means a public rail transit line that operates at grade level or above or below grade level, and that provides high-capacity, regional transit service owned or operated by a regional transit authority authorized under chapter 81.112 RCW. A Light Rail Transit System may be designed to share a street right-of-way although it may also use a separate right-of-way.</p> <p>Section 1.12 <u>Project</u>. “Project” means the segments of the Light Rail Transit System in the City of Bellevue as described in Exhibit C-1 (Project Description), attached and incorporated herein, and as may be modified as described in this MOU.</p> <p>Section 1.17 <u>Operation and Maintenance Satellite Facility (“OMSF”)</u>: is a type of essential public facility, and refers to a regional light rail transit facility component used for overnight storage and maintenance of an expanded fleet of up to 96 light rail vehicles as described in the Sound Transit “Link Operations and Maintenance Satellite Facility Environmental Scoping Information Report” dated September 2012, and other related documents.</p>

<b>BICYCLE FACILITIES</b>	
27	<p>Please provide more specificity on the walking and bicycling lines in the vicinity of light rail in Bellevue, including the future crossing of NE 8<sup>th</sup> St to Hospital Station.</p> <p>Attachment 27a depicts existing bike facilities overlaid with what will be constructed as part of East Link. Attachment 27b depicts the City’s proposed bike facilities.</p>
28	<p>Please pull together a map of what the MOU will achieve regarding plans for pedestrian and bicycle paths along the East Link alignment. In addition, please add what the city’s long-term plans say about north-south and east-west bicycle connections, including through Downtown.</p> <p>Attachment 27a depicts existing bike facilities overlaid with what will be constructed as part of East Link. Attachment 27b depicts the City’s proposed bike facilities.</p>
<b>FINANCIAL:</b>	
29	<p>The most important achievement in the financial section of the MOU was removing the city’s contingency. The agreement states that there will be a \$100 million contribution from the city. However, the agreement is not specific about the items that add up to that \$100 million. Please provide a map of parcels for Exhibit D to indicate property transfers.</p> <p>Exhibit D-1 indicates the properties and non-properties that make up the \$100 million city contribution. Exhibit R indicates the property interests associated with what the City is conveying to Sound Transit, and what Sound Transit is conveying to the City. Additional maps have been prepared to support Exhibit R.</p>
30	<p>Please clarify other aspects of the financial details, and state that this is the extent of the contributions—nothing to be added later.</p> <p>The City’s Contingent Contribution of up to \$60 million per the term so of the 2011 MOU is permanently eliminated.</p> <p>The MOU Section 4.3(b) states “4.3(b) - The remaining balance of the City Contribution will be due for each component as set forth in Exhibits D-1. The credit value for the private utilities and 112<sup>th</sup> Overlay and the cash payment for public utilities and the Bellevue Way HOV STP Grant Non-Properties components of the City Contribution shall be set at the amount identified in Exhibit D-1.”</p>