

# SOUND TRANSIT

## RESOLUTION NO. R99-1

### Weller Street Pedestrian Bridge Agreement BACKGROUND AND COMMENTS

Meeting:	Date:	Type of Action:	Staff Contact:	Phone:
Board of Directors	1/14/99	Approval	Paul W. Price David Phillip Beal	(206) 689-4760 (206) 684-1883

#### **ACTION:**

The Board of Directors is requested to approve and authorize execution of an agreement among Sound Transit, the City of Seattle, King County, the State of Washington, acting through its Department of Transportation, and the Washington State Public Stadium Authority for the development, ownership, operation, maintenance, and funding of a pedestrian bridge between Fourth Avenue and what is now the north parking lot of the Kingdome site in the City of Seattle.

Normally, the Executive Committee would recommend Board approval of a resolution of this type. However, because of the holiday schedule for the month of January, staff is requesting Board approval without prior Executive Committee consideration.

#### **BACKGROUND:**

The benefit to Sound Transit will be to connect the Sounder King Street commuter rail station platform to the International District Station of the downtown Seattle transit tunnel through which Metro buses currently operate and through which Link light rail trains will eventually operate. Design, construction, and property acquisition has been funded by the Federal Transit Administration, the City of Seattle, King County and the Washington State Department of Transportation without cost to Sound Transit. King County has acted as the lead agency in obtaining all permits, licenses, leases, easements, rights of entry, and approvals necessary to construct the bridge, and has awarded the contract for construction of the bridge. King County will own the bridge until substantial completion and Sound Transit's agreement that the bridge is ready for use, at which time ownership will be transferred to Sound Transit.

Sound Transit will maintain and manage the bridge until at least December 31, 2028. The costs of maintenance, repairs, and security will be shared by Sound Transit (30%), the Public Stadium Authority (30%), the City of Seattle (20%), and King County (20%). Sound Transit would be responsible for constructing stairs and elevators from its platforms to the bridge. Sound Transit also would be responsible for the cost of any equipment it adds to the bridge, such as fare vending machines.

The federal funding portion of the cost to construct the Weller St. Pedestrian Bridge was initially a Central Puget Sound RTA grant. However, following the failure of the first RTA election, this

grant was transferred to King County. King County staff have spent several years shepherding this important pedestrian project through the design, negotiations and permitting stages. The County is also managing the construction now underway. King County is also providing the local share of the construction cost.

#### **RELEVANT BOARD POLICIES AND PREVIOUS ACTIONS TAKEN:**

- ◆ Adoption of *Sound Move*, the Ten-Year Regional Transit System Plan (May 31, 1996), which provides for commuter rail service and light rail service.
- ◆ Resolution No. 78-1 (April 9, 1998), which provides for the procurement procedures for capital improvement projects necessary for the implementation of *Sound Move*.
- ◆ Adoption of Fiscal Year 1998 Budget (December 11, 1997).
- ◆ Adoption of Resolution R98-36 (July 16, 1998), which provides for Sound Transit's participation with the Washington State Department of Transportation in design work for the King Street Station.

#### **EXECUTIVE SUMMARY:**

King County is the lead agency and has awarded the construction contract. If the Board of Directors approves this agreement, King County will transfer title to Sound Transit following execution and completion of bridge construction. Sound Transit will then be responsible for operation and maintenance of the bridge. Participation in the costs of operating and maintaining the bridge will be shared by the parties to the agreement, with the costs allocated as reflected in the BACKGROUND section.

#### **ALTERNATIVES:**

The clearest alternative to the proposed action is for the ST Board of Directors to choose not to enter into this agreement. During negotiations, King County indicated that it would not proceed with construction of the Weller Street Pedestrian Bridge without this agreement. However, time pressures have recently caused King County to issue a notice to proceed to the contractor.

#### **CONSEQUENCES OF DELAY:**

In the short term, it is unclear what the consequences of delay to this agreement would be for Sound Transit. In the long term, it is possible that under King County or other ownership and management, the Weller Street Pedestrian Bridge might be unavailable for use by Sounder commuter rail riders during some hours of our operation.

#### **LEGAL REVIEW:**

This Background and Comments and the Resolution have been prepared with the assistance of the Legal Department and have been reviewed and approved by the Legal Department.

## **SOUND TRANSIT**

### **RESOLUTION NO. R99-1**

A RESOLUTION of the Board of the Central Puget Sound Regional Transit Authority authorizing the Executive Director to execute an agreement for the development, ownership, operation, maintenance, and funding of the Weller Street Pedestrian Bridge.

WHEREAS, Sound Transit has been created for the Pierce, King, and Snohomish Counties region by their respective county councils pursuant to RCW 81.112.030; and

WHEREAS, on November 5, 1996, Central Puget Sound area voters approved local funding for Sound Move, the ten-year plan for regional high capacity transit in the Central Puget Sound region; and

WHEREAS, the Sound Move plan includes stations and related facilities for light rail and commuter rail; and

WHEREAS, light rail and commuter rail passengers will benefit from a pedestrian connection between the Link light rail station located at the International District Tunnel Station and the Sounder commuter rail station located at the King Street Station; and

WHEREAS, Sound Transit, the City of Seattle, King County, the State of Washington, acting through its Department of Transportation, and the Washington State Public Stadium Authority desire to enter into an agreement for the development, ownership, operation, maintenance, and funding of the Weller Street Pedestrian Bridge which will provide for such a pedestrian connection; and

WHEREAS, the bridge will be constructed by King County at no cost to Sound Transit; and

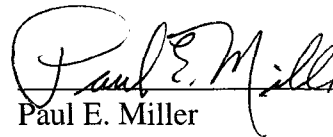
WHEREAS, Sound Transit will maintain and manage the bridge with the cost of maintenance to be shared among the partners in the project; and

WHEREAS, Sound Transit will be responsible for constructing stairs and elevators from the light rail and commuter rail platforms to the bridge.

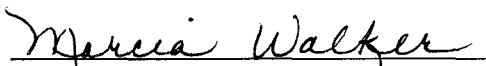
NOW, THEREFORE, BE IT RESOLVED by the Board of the Central Puget Sound Regional Transit Authority that the Executive Director is hereby authorized to execute an agreement among Sound Transit, the City of Seattle, King County, the State of Washington, acting through its Department of Transportation, and the Washington State Public Stadium Authority for the development, ownership, operation, maintenance, and funding of the Weller Street Pedestrian Bridge which shall provide that: (1) Sound Transit will maintain and manage the bridge until at least December 31, 2028, (2) Sound Transit will pay 30% of the bridge maintenance cost, (3) Sound Transit shall be responsible for constructing stairs and elevators from its platforms to the bridge and pay the cost of any equipment Sound Transit adds to the bridge, and (4) the bridge will be constructed at no cost to Sound Transit.

Approved by the Executive Committee on January 15, 1999 and ratified by the Board of the Central Puget Sound Regional Transit Authority at a regular meeting thereof held on the

28<sup>th</sup> day of January, 1999.

  
Paul E. Miller  
Board Chair

ATTEST:

  
Marcia Walker  
Board Administrator  
Resolution No. R99-1