

**SOUND TRANSIT**

**MOTION NO. M2002-107**

A motion of the Board of the Central Puget Sound Regional Transit Authority authorizing the Executive Director to execute a settlement agreement substantially in the form of Exhibit A and to take steps necessary to implement the settlement agreement, including the execution of other necessary documents.


**Background:**

Resolution No. R2002-15 authorized the Executive Director to acquire certain real property interests owned by the City of Renton and needed for the Tacoma-to-Seattle Sounder Commuter Rail project. In order to acquire the property interests, Sound Transit instituted an eminent domain proceeding. The Executive Director has negotiated and recommends execution of a settlement agreement with the City of Renton whereby Sound Transit would pay the appraised fair market value of the property interests and agree to other commitments in the proposed Settlement Agreement attached as Exhibit A.

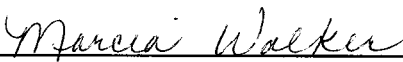
**Motion:**

It is hereby moved by the Board of the Central Puget Sound Regional Transit Authority that the Executive Director is authorized to execute a settlement agreement substantially in the form of Exhibit A and to take steps necessary to implement the settlement agreement, including the execution of other necessary documents.

ADOPTED by the Executive Committee on September 5, 2002 and ratified by the Board of the Central Puget Sound Regional Transit Authority at a regular meeting thereof held on September 12, 2002.

  
\_\_\_\_\_  
Ron Sims  
Board Chair

ATTEST:

  
\_\_\_\_\_  
Marcia Walker  
Board Administrator

SETTLEMENT AGREEMENT

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2002, by and between Central Puget Sound Regional Transit Authority (Sound Transit), and the City of Renton (Renton).

WHEREAS, Sound Transit has instituted a condemnation action against Renton under King County Cause No. 02-2-21757-5 KNT; and

WHEREAS, Sound Transit and Renton wish to resolve their differences in that action; and

WHEREAS, Renton is pursuing development of SW 27<sup>th</sup> St., which would connect with Strander Blvd. in Tukwila; and

WHEREAS, the SW 27<sup>th</sup> / Strander Blvd. project would abut the south side of the Sound Transit property to be used for the Longacres Station and associated parking; and

WHEREAS, Renton has an agreement with the Boeing Company to acquire the right-of-way necessary for Renton's portion of the SW 27<sup>th</sup>/Strander Blvd. project; and

WHEREAS, Renton has explored the possibility of moving the Union Pacific Railroad tracks to make the SW 27<sup>th</sup>/Strander Blvd. a better designed project; and

WHEREAS, moving the Union Pacific Railroad tracks would potentially provide additional land in the area for transit-oriented development; and

WHEREAS, Tukwila has undertaken a visioning session to provide for transit-oriented development within this additional land; and

WHEREAS, encouraging transit-oriented development is one of the goals of Sound Transit; and

WHEREAS, Sound Transit has achieved 90% of the design of the Longacres station and Sound Transit has expended \$1 million on the temporary station, \$9 million to obtain the property for the station and associated parking, and \$500,000 to \$600,000 in design work for the permanent station; and

WHEREAS, the Longacres Station is located on the boundaries between the South and East King County sub areas and will provide direct benefits to the citizens of the City of Renton, which is in the East King County sub area; and

WHEREAS, Sound Transit has a budget for construction of the Longacres station limited to \$5.3 million; and

WHEREAS, Sound Transit has committed in its environmental documents to contribute to the South 16<sup>th</sup> Street development in Renton; and

WHEREAS, Sound Transit originally allocated funds for two HOV direct access interchanges within Renton at the approximate original estimated cost of \$80 million; and

WHEREAS, those two HOV direct access interchanges could not be built for the original estimated amounts, based on new design standards and accommodating the I-405 corridor widening. Sound Transit, with Renton's support, amended Sound Move to replace the two HOV direct access projects with a direct access project at N. 8<sup>th</sup> and other HOV improvements in Renton, contingent upon identification of a project consistent with Sound Move and available funding; and

WHEREAS, other efforts are ongoing which might make other improvements more feasible, such efforts including the Washington State Department of Transportation's widening of I-405 and Referendum 51 and the Regional Transportation Improvement District;

NOW, THEREFORE, the parties do hereby agree as follows:

1. Renton agrees to the entry of an order in the form attached as Exhibit A granting the construction easement and fee acquisition requested by Sound Transit in the condemnation action, in order to assist Sound Transit in facilitating necessary improvements in the area as envisioned by Sound Transit, in order to meet Sound Transit's tight schedule in providing those improvements, and to assist Sound Transit in avoiding a much more costly alternative.

2. Renton agrees to accept \$30,000 from Sound Transit for the property rights sought by Sound Transit in the condemnation action, in order to settle this disagreement in an amicable fashion, and in order to allow Sound Transit and Renton to avoid the costs of a trial on valuation for the property sought in the condemnation.

3. The Sound Transit Board is committed to working with Renton to reallocate funds originally allocated for the two HOV direct access interchanges to:

a) Complete the N 8<sup>th</sup> direct access ramp, which commitment shall be re-examined if anticipated Washington State Department of Transportation funding does not materialize, or is at a substantially lesser amount than presently envisioned;

b) Participate in HOV improvements that provide transit benefit consistent with Sound Move to key arterial corridors such as Rainier Avenue and the SW 27<sup>th</sup> / Strander Blvd. corridor; and

c) Make other transit-related improvements in the Renton area that provide benefit to Sound Transit facilities and regional HOV and/or multi-modal connections consistent with Sound Move.

4. Sound Transit and Renton agree to pursue their mutual interests in the SW 27<sup>th</sup> / Strander Blvd. improvement, relocation of the Union Pacific Railroad tracks, and transit-oriented development, specifically:

a) Renton will pursue funding to continue the design and environmental work on the SW 27<sup>th</sup> / Strander Blvd. improvement. Renton has spent \$340,000 for a report, which includes 5% design and has a grant with local match for \$1 million. Tukwila has committed to provide an additional \$840,000 for that work. The City of Renton will submit for a Transportation Improvement Board grant, and other grants and funds available to finalize and build this improvement. The total cost is estimated to be over \$40 million (\$40,000,000). Renton will be the lead agency in pursuing this project.

b) Sound Transit will do the following:

- i. Extend the usage of the interim station for up to 10 years;
- ii. Estimate the cost to provide necessary, temporary improvements to the interim station to extend its useful life, and perform such improvements;
- iii. Put the final design of the Longacres station on hold; and
- iv. Pledge to keep the South King County sub area monies committed to the Longacres station construction on hold for that project, which shall be the total South King County sub area participation in the project.

c) Renton and Sound Transit agree to partner with each other, Tukwila, the Washington State Department of Transportation, Union Pacific Railroad, Burlington Northern/Santa Fe Railroad, and other parties-in-interest in seeking additional funding for the SW 27<sup>th</sup> / Strander Blvd. extension, relocation of the Union Pacific Railroad trackage, and Tukwila's transit-oriented development plan.

d) Renton acknowledges that it has requested Sound Transit to delay the permanent Longacres station, which Sound Transit would have otherwise installed by 2004 as part of Phase I of Sound Move, and further acknowledge that the realignment of the Union Pacific Railroad rail lines must ultimately create a customer benefit for Sound Transit.

5. Sound Transit has committed, in its environmental documents, to participate in the improvement of 16<sup>th</sup> Avenue SW in Renton and S. 156<sup>th</sup> in Tukwila. Sound Transit agrees to switch those investments to a participation in SW 27<sup>th</sup> / Strander Blvd. with the understanding that Renton and Tukwila must raise substantial additional funds from their own budgets, and from third party sources, and that SW 27<sup>th</sup> / Strander Blvd. cannot be built without those other funds.

6. Sound Transit and Renton acknowledge that the Longacres station, being on the boundary between the South King County and East King County sub areas, will necessarily benefit both sub areas.

7. Sound Transit and Renton agree to implement this agreement by appointing the necessary executive level and working level committees to pursue the partnering effort set forth in this agreement, and to establish regular meeting dates, as necessary to further that effort.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

**SOUND TRANSIT**

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF RENTON**

By: \_\_\_\_\_  
Jesse Tanner, its Mayor