

June 21, 1990  
SM90-41.ssj/CS

Introduced by: Bruce Laing

Proposed No.: 90-41

MOTION NO. 7959

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A MOTION authorizing the executive to enter into an agreement with the Quadrant Corporation and Blakely Ridge Limited Partnership for the design of an interchange at the intersection of SR-520 and SR-202.

WHEREAS, the county council recognized the need for traffic improvements at the intersection of SR-520/SR-202, and

WHEREAS, the county council appropriated \$250,000 through Ordinance 8705 to fund preliminary design of the project and to help generate state funding for the construction of improvements, and

WHEREAS, there is insufficient state funding to perform the preliminary design and design phase of this project, and

WHEREAS, a task force comprised of representatives of private developers, the state, and King County has met and developed final agreements on a proposal to maintain a design schedule, and

WHEREAS, the Quadrant Corporation and Blakely Ridge Limited Partnership, in order to expedite this project, have agreed to pay for qualified private consultants to perform the preliminary design and design work required, and

WHEREAS, King County, as the development approval agency, may agree to reimburse Quadrant Corporation and Blakely Ridge Limited Partnership as fees are collected from other developers for this facility and, if necessary, to grant the companies credit against their future traffic mitigation obligations for this project and for other state roads;

NOW, THEREFORE BE IT MOVED by the Council of King County:

A. The King County council supports continued progress on traffic improvements at the intersection of SR-520 and SR-202 as proposed by the task force and described in agreements developed by this group.

1 B. The county executive is hereby authorized and directed  
2 to enter into an agreement with Quadrant Corporation and  
3 Blakely Ridge Limited Partnership in substantially the form as  
4 herein attached (Attachment A) to accomplish the preliminary  
5 and final design of the SR-502/SR-202 intersection.

6 Provided, that the agreement is amended to include a  
7 requirement that the King County surface water division, the  
8 Washington State Department of Ecology and the Washington State  
9 Department of Fisheries shall have an active role in the  
10 development of, and any changes to, the scope of studies  
11 necessary to identify mitigation of impacts from the SR  
12 520/202 project on Bear Creek and enhancement requirements to  
13 be included in the SR 520/202 project. This role shall include  
14 but not be limited to representation on the interdisciplinary  
15 project team (IDT).

16 Further provided that the agreement is amended to insert at  
17 page 6, paragraph 4, new subparagraph (e), as follows:

18 (e) Nothing in this Agreement shall be construed to limit  
19 the mitigation of traffic impacts, through payments or any  
20 other method, which the County may require of Quadrant or  
21 Blakely.

22 PASSED this 25<sup>th</sup> day of June, 1990.

23 KING COUNTY COUNCIL  
24 KING COUNTY, WASHINGTON

25 Lois North  
26 Chair

27 ATTEST:

28 Gerald A. Peterson  
29 Clerk of the Council  
30

AGREEMENT

7959

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1989, between King County, a political subdivision of the State of Washington (hereinafter referred to as "County"), The Quadrant Corporation, a Washington corporation (hereinafter referred to as "Quadrant") and Blakely Ridge Limited Partnership, a Washington limited partnership (hereinafter referred to as "Blakely").

RECITALS

WHEREAS, the level of service at the intersection of SR 520 and SR 202 is currently unacceptable according to King County road adequacy standards and the County, City of Redmond and the Washington State Department of Transportation (hereinafter referred to as "State") desire to commence and complete the necessary improvements to that intersection as quickly as possible;

WHEREAS, there is currently insufficient State funding and personnel to perform the preliminary design and design phase of the SR 520/SR 901 to SR 202 project (hereinafter "SR 520/SR 202 project");

WHEREAS, the County and City of Redmond have entered into an "Agreement for Traffic Impact Mitigation at the intersection of

SR 520 and SR 202," dated October 13, 1987, for the purpose of mitigating traffic impacts upon the SR 520/SR 202 intersection by collecting a fee, from developers of projects determined to impact the intersection, for design and construction of the improvements to the intersection;

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WHEREAS, the County/Redmond Agreement currently authorizes the collection of mitigation fees for transfer to the State to raise the priority of the project to receive State funding, and construct the improvements;

WHEREAS, Quadrant and Blakely are owners of property in the Bear Creek Community Plan area which, when developed, would add further traffic to the SR 520/SR 202 intersection;

WHEREAS, Quadrant and Blakely, under the adopted Bear Creek Community Plan, cannot proceed with Master Plan Development of their property until contracts are signed for the construction of the SR 520/SR 202 project;

WHEREAS, Quadrant and Blakely will be obligated to pay mitigation fees under the County/Redmond Agreement to offset traffic impacts generated by their developments, or will pay such fee under a transportation mitigation payment ordinance the County Council plans to adopt and which, through agreement with the State, might also provide for collection by the County of mitigation fees to offset impacts on State transportation facilities;

WHEREAS, Quadrant and Blakely want to receive credit against any transportation mitigation fees which might be due in the future for impacts on State transportation facilities (not limited to the SR 520/SR 202 intersection) generated by the Bear Creek MPDs or reimbursement, in an amount not to exceed the amount of funds paid by Quadrant and Blakely for predesign and design of the SR 520/SR 202 project;

WHEREAS, Quadrant and Blakely have entered into an agreement with the State dated November 29, 1989, in which they agree to pay for the design phases of the SR 520/SR 202 intersection project, subject to later reimbursement from the State;

WHEREAS, the State, Quadrant and Blakely agreement obligates the State to request that the County and City of Redmond transfer to the State developer impact fees paid to the County and City pursuant to the County/Redmond Agreement and to reimburse Quadrant and Blakely for costs incurred by them for the predesign of the SR 520/SR 202 project in excess of the amount of their credit for mitigation fees owed the County for state facilities;

WHEREAS, the King County Council has authorized the King County Executive to enter into this Agreement pursuant to Motion \_\_\_\_\_, passed \_\_\_\_\_, 1989;

NOW, THEREFORE, in consideration of the terms, conditions and obligations contained below, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Payment by Quadrant and Blakely. Subject to the terms and conditions of this Agreement, Quadrant and Blakely jointly agree to pay the private consultant predesign fees and costs for the SR 520/SR 202 project, through payments to the consultant or to the State, as the State shall direct.

2. Scope of Work; Consultants.

(a) The scope of work for predesign of the SR 520/SR 202 project to be performed by the designated private consultant, subject to the coordination and review of the State, will include preparation of: a draft and final environmental impact statement; a design report; a hydrology and hydraulics report; a soils report; an interchange plan; an access report and right-of-way plan; and a wetlands mitigation plan. The scope of work for predesign is described in "Exhibit A" to this Agreement, which is hereby incorporated by reference.

(b) Quadrant and Blakely have designated CH2M Hill as the lead private consultant to perform the predesign work pursuant to the terms of this Agreement and the State has concurred on their selection.

3. Traffic Data and Forecast. The parties agree that the traffic data, forecasts and modelling used for the design and predesign of the SR 520/SR 202 project shall consist of the data and methods identified in Exhibit B to this Agreement, which is hereby incorporated by reference. This information has been

reviewed by all parties. The traffic data, forecasts and modelling shall include the information to be developed by Transpo, as described in their July 6, 1989 letter attached, in response to comments by the State, County and City of Redmond.

4. County Responsibilities.

(a) The County agrees to give credit to Quadrant and Blakely, not to exceed the total amount of payments made by Quadrant and Blakely for predesign of the SR 520/SR 202 project, against transportation mitigation fees due under the existing County/Redmond Agreement for impacts on SR 520/SR 202 generated by the aforementioned Bear Creek MPDs, if such County/Redmond agreement is still in effect as of the date of future application for development of the Bear Creek MPDs;

(b) If the County/Redmond Agreement expires or is amended while Quadrant and Blakely would still qualify for credit, the County agrees to give credit to Quadrant and Blakely, not to exceed the total amount of payments made by Quadrant and Blakely for the predesign of the SR 520/SR 202 project, against transportation mitigation fees due under any applicable traffic mitigation ordinance in effect at the time of future application for development of the Bear Creek MPDs, for impacts on State transportation facilities (not limited to SR 520/SR 202).

(c) Any payments made by Quadrant and Blakely for predesign costs in excess of their own obligations for mitigation

of the SR 520/SR 202 project pursuant to subsection (a) and (b) above entitle Quadrant and Blakely to be reimbursed by the State from future developer impact fees paid to the State for mitigation of state facilities pursuant to the Redmond County Agreement or other applicable traffic mitigation ordinances. At the State's request, the County agrees to periodically transfer funds to the State as such developer impact fees are actually collected by the County and such obligation shall continue until full reimbursement is made to Quadrant and Blakely.

(d) The County agrees to fully cooperate with the State to the extent practicable to allow the State to complete design and construction of the SR 520/SR 202 project as soon as possible.

5. Authorization. All parties warrant to each other that they have the right, power and authority to enter into and execute this Agreement and perform in accordance with the terms and conditions herein.

6. MPD Property. The property intended to be developed as an MPD by Quadrant is attached to this Agreement as Exhibit C, which is hereby incorporated by reference. The property intended to be developed as an MPD by Blakely is attached to this Agreement as Exhibit D, which is hereby incorporated by reference.



7. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, personal representatives and assigns.

8. Amendment. This agreement can be amended only by mutual agreement of the parties, provided that future changes in the scope of work can be made according to the terms of the aforementioned agreement between the State, Quadrant and Blakely. The County shall be given notice of such changes.

9. Applicable Law. This Agreement shall be covered and construed in accordance with the laws of the State of Washington, and venue for any action arising out of this Agreement shall be in King County, Washington.

10. Notices. Any notices required or desired to be given under this Agreement shall be in writing and personally served or given by mail. Any notice given by mail shall be sent and addressed to the party to receive the same at the following address or at such other address or addresses as the parties may from time to time direct in writing:

COUNTY

Mr. Louis Haff  
County Road Engineer  
MS-9A  
King County Administration  
Building, Room 900  
Seattle, Washington 98104

QUADRANT

Mr. John Spangenberg  
The Quadrant Corporation

11100 Northeast 8th Street, Suite 500  
Bellevue, Washington 98004

BLAKELY RIDGE

Mr. James Eddy Warjone  
Managing Partner  
Blakely Ridge Limited Partnership  
830 Logan Building  
500 Union Street  
Seattle, Washington 98101

Any notices shall be deemed to have been given if delivered, when delivered, and if mailed, upon receipt of general postage or two business days after deposit at any post office in the United States of America, postage prepaid, certified mail with return receipt requested and addressed to the party to receive the same as set forth above.

11. Severance. If any material term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall also be rescinded and of no force and effect unless the parties thereafter agree to proceed with the remaining portions of such agreement.

12. Implementing Documents. Each party shall execute and deliver to the other party all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

13. Term. This Agreement shall remain in full force and effect until all of its obligations are performed.

14. Counterparts. This Agreement is executed in three duplicate originals, one for each party, each of which is deemed to be an original.

IN WITNESS WHEREOF, the County, Quadrant and Blakely have executed this Agreement as of the last date signed below.

Approved as to form:

KING COUNTY

Brodley J. Hiller  
Deputy Prosecuting Attorney

By \_\_\_\_\_  
Tim Hill, King County Executive  
Date: \_\_\_\_\_

THE QUADRANT CORPORATION

By \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_

BLAKELY RIDGE LIMITED PARTNERSHIP

By \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_