

MOTION NO. 8688

A MOTION authorizing the executive to enter into an agreement with the Quadrant Corporation and Blakely Ridge Limited Partnership for conducting preliminary engineering and environmental impact statement activities for the projects known collectively as the Bear Creek transportation projects.

WHEREAS, the King County council established the Blakely Ridge master plan development and the Northridge master plan development as demonstration projects for reasonably priced housing, and

WHEREAS, the key transportation projects listed below have not yet ranked high enough to be budgeted with King County road funds or any other public funds:

1. Novelty Hill Road improvement, Avondale Road to 238th Avenue Northeast,
2. 196th Avenue Northeast corridor study, Union Hill Road to Novelty Hill Road,
3. Northeast 133rd Street improvement, Bear Creek Road to the western boundary of the master plan development,
4. 236th/238th Avenue Northeast improvement, SR 202 to the south boundary of the master plan development, and

WHEREAS, waiting for these projects to increase in priority rating by virtue of their individual merit within King County's priority process may diminish the likelihood that the land use goals and objectives of the Bear Creek Community Plan can be fulfilled in the life of that plan, and

WHEREAS, the King County council did consider these facts and circumstances during budget deliberations and placed a proviso in the roads and engineering 1992 budget requiring that an agreement be prepared for review and approval of the King County council, stipulating the terms and conditions whereby revenue for the preliminary engineering and environmental impact statement activities shall be provided by the developers of the master plan developments, and

WHEREAS, K.C.C. 27.40 (mitigation payment system) provides the county with the authority to assign credit against current and future transportation impact fees for costs incurred by developers for road improvements formally included in adopted transportation impact fee programs;

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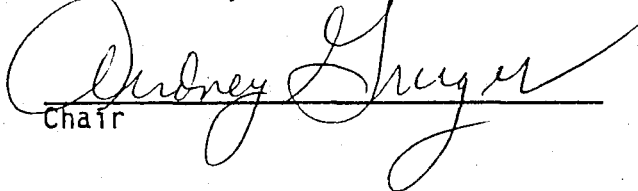
NOW, THEREFORE, BE IT MOVED by the Council of King County:

A. The King County council supports the use of public - private partnerships to help fund identified transportation projects.

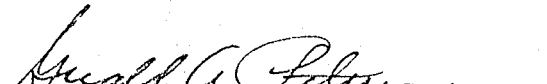
B. The county executive is hereby authorized and directed to enter into an agreement with Quadrant Corporation and Blakely Ridge Limited Partnership in substantially the form as herein attached to perform preliminary engineering and environmental impact statement activities for the Bear Creek transportation projects.

PASSED this 15<sup>th</sup> day of June, 1992.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Chair

ATTEST:

  
Clerk of the Council

## AGREEMENT FOR BEAR CREEK TRANSPORTATION PROJECTS

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1992, 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").

### R E C I T A L S

WHEREAS, Quadrant and Blakely, owners of property in the Bear Creek Community Plan area, desire development and construction of the following key transportation projects (hereinafter, collectively, the "Bear Creek Transportation Projects") as identified in the adopted Bear Creek Community Plan, the County Transportation Needs Report, June 1991, and the Eastside Transportation Program Recommendations Report, November 1989, and shown on the map attached as Exhibit A to this Agreement, which is hereby incorporated by this reference:

1. Novelty Hill Road (Avondale Road to east entrance of Blakely Ridge MPD) Improvement;
2. Northeast 133rd Street (Bear Creek Road to west entrance of Blakely Ridge MPD) Improvement;
3. 196th Avenue N.E. (Union Hill Road to Novelty Hill Road) corridor study;
4. 236th\238th Avenue N.E. (SR 202 to south entrance of Northridge MPD) Improvement.

AND WHEREAS, these projects have not as yet ranked high enough to be budgeted with King County Road Funds or any other public funds; and

WHEREAS, waiting for these projects to increase in priority rating by virtue of their individual merit within King County's priority process may diminish the likelihood that the land use goals and objectives of the Bear Creek Community Plan can be fulfilled during the life of that plan; and

WHEREAS, the King County Council did consider these facts and circumstances during budget deliberations and placed a proviso in the Roads and Engineering Budget, to wit:

Bear Creek Road Projects:

The Executive shall submit a supplemental budget request by April 1, 1992, to appropriate funds for preliminary engineering and EIS activities for Northeast 133rd Street, Novelty Hill Road, 236th Avenue Northeast and 196th Corridor study as identified in the Bear Creek Community Plan. Revenues for these projects shall be provided by the Developers of the Bear Creek MPDs pursuant to an agreement approved by the King County Council stipulating applicable terms and conditions. King County will commit Roads Capital Improvement Program Funds for the construction of these projects only in accordance with subsequent annual prioritization processes for developing the roads 6-year CIP.

AND WHEREAS, said budget proviso required that an agreement be prepared for review and approval by the King County Council, reciting applicable terms and conditions, and this document constitutes said agreement as drafted by the County Road Engineer and agents for Quadrant and Blakely; and

WHEREAS, the King County Code (Mitigation Payment System) provides the County with the authority to assign credit against current and future transportation impact fees for costs incurred by developers for road improvements formally included in adopted transportation impact fee programs; and

WHEREAS, the King County Council and the King County Executive support the use of public-private partnership to help fund identified transportation projects; and

WHEREAS, the City of Redmond has undertaken several transportation improvement projects and will continue to be involved in the planning of road improvements serving the Bear Creek MPDs, King County intends to coordinate with the City of Redmond throughout the feasibility study and environmental assessment of projects covered under this Agreement; and

WHEREAS, the King County Council has authorized the King County Executive to enter into this Agreement pursuant to \_\_\_\_\_, passed \_\_\_\_\_, 19\_\_;

**A G R E E M E N T**

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

**1. 1992-1997 Capital Improvement Program.** The County shall add the Bear Creek Transportation Projects to its 1992-1997 Capital Improvement Programs. The Capital Improvement Program shall carry a footnote for each of the Bear Creek Transportation Projects covered by this Agreement which reads as follows:

The County shall commit Roads Capital Improvement Program Funds for the construction of this project only in accordance with subsequent annual prioritization processes for developing the Roads 6-year Capital Improvement Program.

**2. Responsibilities of Quadrant and Blakely.**

**a. Payment for Preliminary Engineering Studies and Environmental Assessment.** Subject to the terms and conditions of this Agreement, Quadrant and Blakely jointly agree to pay the costs and fees for the preliminary engineering studies and environmental assessment for the Bear Creek Transportation Projects, which may include:

- (1) Studies
  - Feasibility and Needs Report
  - Data Collection
- (2) Preliminary Engineering
  - Aerial Survey
  - Base Mapping
  - Soils/Geotechnical Report
  - Horizontal and Vertical Alignment
  - Preliminary Intersection Design Report
  - Traffic Analysis Report
  - Preliminary Structures Design
  - Preliminary Drainage Design
  - Traffic Analysis Report
- (3) Environmental Assessment
  - EIS Scoping
  - Wetland and Stream Survey and Report
  - Draft EIS
  - Final EIS
- (4) Administrative Costs

The scope of work and estimated project budgets for all such costs is described in Exhibit B to this Agreement, which is hereby incorporated by this reference.

**b. Payment for Private Consultants.** Subject to the terms and conditions of this Agreement, Quadrant and Blakely jointly agree to reimburse the County for services provided by private consultants selected by the County to perform the preliminary engineering studies and environmental assessment for the Bear Creek Transportation Projects as described in Paragraph 2(a). The payment of these consultants shall be made directly from the account described in Paragraph 3.

**c. Payment for County Staff Costs.** Subject to the terms and conditions of this Agreement, Quadrant and Blakely jointly agree to pay the County's Staff costs incurred in connection with performing the preliminary design and environmental review for the Bear Creek Transportation Projects as described in Paragraph 2(a). The payment of the County's Staff costs shall be made directly from the account described in Paragraph 3. The County will report and account for said costs by hour and by project. Such costs will include direct and indirect labor as referenced in estimated project budgets (Exhibit B) plus overhead.

**d. Performance of Studies.** Subject to the terms and conditions of this Agreement, Quadrant and Blakely jointly agree to undertake and perform directly the acquisition of technical data and studies, subject to the supervision and control of the County Road Engineer or his designee, which the County Road Engineer or his designee hereafter authorizes Quadrant or Blakely to perform. Quadrant and Blakely shall pay the costs of these studies directly and provide copies of all invoices to the County. The County shall review and approve, for purposes of MPS credits, those reasonable and necessary costs incurred to complete such studies in accordance with County standards.

**3. Assurance of Funds.** Within thirty (30) days following execution of this Agreement, Quadrant and Blakely shall deposit fifteen percent (15%) of the total amount budgeted for all the projects into a specially designated County account (the "Account") for purposes of fulfilling their payment obligations under this Agreement. The County shall mail periodic statements to Quadrant and Blakely showing expenditures from the Account. Periodic deposits to the Account shall be made by Quadrant and Blakely in an amount equivalent to the County's periodic expenditures for consultants and County staff on the projects. Such requirement to replenish the Account shall continue until obligations of this Agreement have been met. If the County projects expenditures for a particular period that exceed fifteen percent (15%) of the total projects budget, Quadrant and Blakely shall, upon thirty (30) days written notification, deposit into the Account an amount equivalent to the projected expenditure. Final adjustment to the Account shall be made in the final payment.

**4. Use of Private Consultants; Method of Selection.** For tasks duly authorized to be performed by Quadrant and Blakely as provided in Paragraph 2(d), Quadrant and Blakely shall jointly select a private consultant to perform such tasks. All work must be done under the direction of a licensed engineer and/or licensed land surveyor, as appropriate, registered in the State of Washington. All materials submitted to the County for review must bear the stamp and signature of the responsible licensed professional or other certified professional and meet current County standards. Final acceptance of work is subject to the review and approval of the County.

**5. County Responsibilities.**

**a. Provision of County Staff.** The County agrees to provide reasonably sufficient additional staff, or reasonably sufficient additional staff time by existing County staff, to perform its obligations under this Agreement. The costs of providing these additional County staff persons (or costs of additional staff time expended by existing staff), and the County's costs of performing any of its obligations under this Agreement, shall be borne jointly by Quadrant and Blakely, as more particularly described in Paragraph 2(c).

**b. Preparation of Feasibility Studies and EIS.** The County agrees to prepare the draft and final EISs and/or feasibility studies, as appropriate, for the following projects:

- (1) Novelty Hill Road (Avondale Road to east entrance of Blakely Ridge MPD);
- (2) Northeast 133rd Street (Bear Creek Road to west entrance of Blakely Ridge MPD);
- (3) Corridor study for 196th Avenue N.E. (Union Hill Road to Novelty Hill Road);
- (4) 236th\238th Avenue N.E. (SR 202 to south entrance of Northridge MPD).

The King County Public Works Department shall be the lead agency for such EISs and feasibility studies, shall select and supervise the consultants for preparation of the EISs, and shall prepare and publish the EISs in accordance with the requirements of WAC Chapter 197-11 (SEPA Rules).

**c. Public Review Process.** The County will establish and implement a public review process for the Bear Creek Transportation Project EISs.

**d. County Review and Supervision.** The County agrees to make a timely review of the private consultant studies and reports in connection with the Bear Creek Transportation Projects.

**e. Application for Grant Funding.** The County agrees to make applications for grant funding, at such time as it believes grant funding may be available, for the design and construction of the Bear Creek Transportation Projects.

**f. Credits.** The County agrees to give credit to Quadrant and Blakely for funds advanced under Paragraphs 2(a), (b) and (c) and expenses incurred under Paragraph 2(d) of this Agreement against any MPS or other transportation mitigation fees for the Bear Creek Transportation Projects to the extent allowed under the ordinance imposing such fees.

**6. Future County Commitment of Funds.** The County shall commit Roads Capital Improvement Program Funds for the construction of the Bear Creek Transportation Projects only in accordance with subsequent annual prioritization processes for developing the Roads 6-year Capital Improvement Program, as part of the annual adoption of the King County Budget by ordinance. Revisions to the project cost estimates and scope of work will be done annually as part of the update to the CIP, with the approval of Quadrant and Blakely.

**7. Master Transportation Agreement.** After completion of the DEISs for the Bear Creek Transportation Projects, the County, Quadrant and Blakely agree to initiate negotiations for the development of a Master Transportation Agreement ("MTA") for the Bear Creek Transportation Projects and other transportation improvements needed for the Bear Creek MPDs. The MTA shall include, but not be limited to, provisions addressing the following topics: description of transportation improvements needed; total estimated cost of designing and constructing such improvements; timing for needed improvements consistent with MPD project phasing; Quadrant and Blakely's prorata share of responsibility for costs; and methods of financing such improvements consistent with the requirement of Paragraph 6 above.

**8. Consistency.** This Agreement is intended to be and is understood by the parties to be consistent with the Bear Creek Community Plan and Area Zoning and consistent with the implementation of such plan and area zoning. In the event of any inconsistency between the provisions of the Agreement and such plan and area zoning the plan and zoning shall control.

**9. 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.



10. **MPD Property.** The property intended to be developed as an MPD by Quadrant is attached to this Agreement as Exhibit C. The property intended to be developed as an MPD by Blakely is attached to this Agreement as Exhibit D.

11. **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.

12. **Amendment.** This agreement can be amended only by mutual agreement of the parties.

13. **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.

14. **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  
King County Road Engineer  
King County Administration Building, Room 900, MS-9A  
Seattle, Washington 98104

Quadrant: Mr. John Spangenberg  
The Quadrant Corporation  
11100 N.E. 8th Street, Suite 500  
P.O. Box 130  
Bellevue, Washington 98009

Blakely Ridge: Mr. John Adams  
Blakely Ridge Limited Partnership  
355 N.W. Gilman Boulevard, Suite 201  
Issaquah, Washington 98027

Any notices shall be deemed to have been given when delivered, if delivered, or 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.

8. **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.

**9. 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.

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

**11. Counterparts.** This Agreement is executed in six original copies, one each for Quadrant and Blakely and four for the County, 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.

**COUNTY:**

KING COUNTY, a political subdivision of the State of Washington

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

Approved as to form:

By \_\_\_\_\_  
King County Deputy Prosecuting Attorney

**QUADRANT:**

THE QUADRANT CORPORATION, a Washington corporation

By \_\_\_\_\_  
Its \_\_\_\_\_

**BLAKELY:**

**BLAKELY RIDGE LIMITED  
PARTNERSHIP, a Washington limited  
partnership**

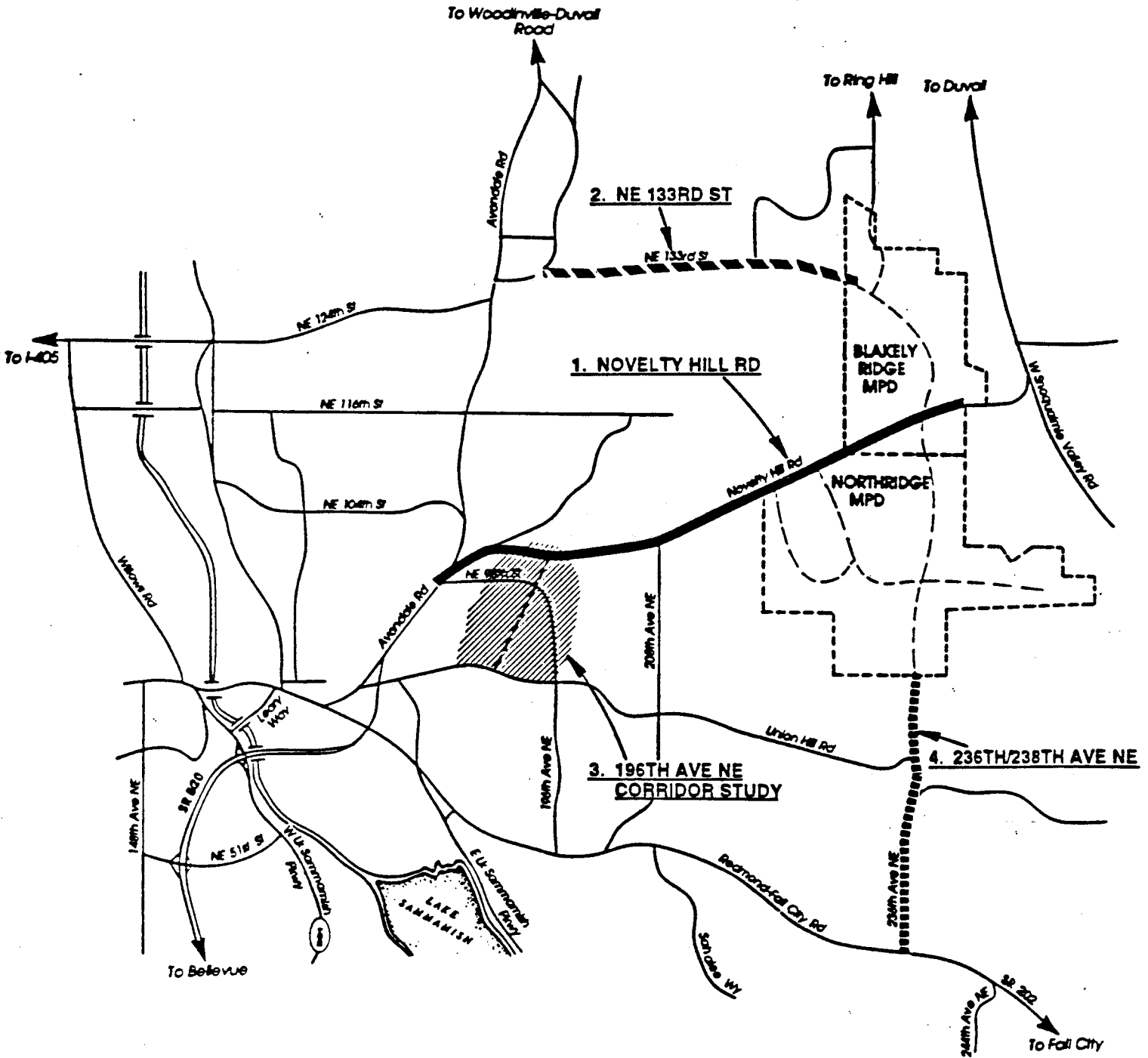
By \_\_\_\_\_  
Its General Partner

**EXHIBITS:**

- A Map of Bear Creek Transportation Projects
- B Scope of Work and Estimated Budget
- C Legal Description - Quadrant MPD
- D Legal Description - Blakely Ridge MPD



8688



BEAR CREEK  
TRANSPORTATION PROJECTS

EXHIBIT A