

KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 26, 2001

Motion 11291

Proposed No. 2001-0409.2

Sponsors Hague, Thomas, McKenna, Irons,
Pullen and Fimia

1 A MOTION relating to the transfer of the downtown
2 Seattle transit tunnel to Sound Transit, setting forth
3 requirements for either a renegotiated transfer
4 agreement or waiver of contingencies to the current
5 agreement.

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8 WHEREAS, Sound Transit, the city of Seattle and King County entered into the
9 Downtown Seattle Transit Tunnel Transfer Agreement on June 1, 2000, and

10 WHEREAS, the 1.3-mile-long downtown Seattle transit tunnel ("tunnel") is an
11 integral part of the local and regional King County Metro bus system, which, even
12 operating at under its capacity serves six million riders per year, twenty-three thousand
13 per day, and

14 WHEREAS, the tunnel allows twenty-seven Metro routes, which provide regional
15 service to move buses through downtown at a rate two to three times faster than those on
16 surface streets of the central business district during peak hour, and

17 WHEREAS, the Tunnel Transfer Agreement assumes that the tunnel, under the
18 terms of Sound Transit Resolution 99-34, will be converted by Sound Transit to exclusive
19 light rail use, and that the amount and form of compensation to be paid by Sound Transit
20 to King County will be based on exclusive rail use of the tunnel, and

21 WHEREAS, Sound Transit and the King County Executive are now actively
22 considering the possibility that the tunnel may be configured for a multiyear period of
23 joint bus and rail operations, and

24 WHEREAS, Metro's dual-powered fleet of tunnel buses have a planned
25 retirement date of 2004, with replacement or refurbishment costs required thereafter, and

26 WHEREAS, the Tunnel Transfer Agreement assumes that the transfer will occur
27 September 24, 2004, and states that the Tunnel Transfer Agreement will expire if the
28 transfer does not occur by January 1, 2007, and

29 WHEREAS, a long-standing justification for replacing buses with light rail trains
30 in the tunnel is to improve peak-period utilization, and

31 WHEREAS, the regional transit committee and King County council
32 unanimously adopted the 2001 mission and goals of the transit division which include
33 under Objective 3 "Reach agreement with Sound Transit and the City of Seattle on the
34 long-term use of the Downtown Seattle Transit Tunnel and surface streets which does not
35 degrade the existing bus system," and

36 WHEREAS, during the two-year period of tunnel closure for conversion to rail
37 likely to begin in 2006, congestion will worsen with the addition of Metro's twenty-seven
38 current tunnel bus routes moved onto downtown streets, and

39 WHEREAS, the economic viability of Seattle's downtown retail core, as
40 represented by the Downtown Seattle Association, is vital to our region and must be
41 protected through efficient movement of buses and trains on the surface and in the tunnel;

42 WHEREAS, joint bus and train operation in the tunnel adds additional risk arising
43 primarily from intermixing buses and trains, for the first time in the nation, as passengers
44 load and unload at stations, and

45 WHEREAS, Sound Transit's long-held vision for a light rail system from SeaTac
46 to Northgate may only run from Convention Place to S. 154th St. by 2009, and

47 WHEREAS, some level of joint operations with buses and rail appear feasible
48 until at least the time that light rail is extended to Northgate, which will probably not be
49 until after 2014, and

50 WHEREAS, Section 1.2 of the Tunnel Transfer Agreement lists contingencies
51 that must be satisfied or waived before the transfer of the tunnel to Sound Transit, and

52 WHEREAS, while the county is prepared to perform its obligations under the
53 current Tunnel Transfer Agreement, it appears at this time that Sound Transit will not be
54 able to satisfy one of these contingencies, i.e., that Sound Transit will not construct by
55 January 1, 2009, the Minimum Operable Segment as defined in the transfer agreement,
56 from NE 45th Street to a maintenance base adjacent to South Forest Street in Seattle;

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

58 As of the date of passage of this motion, the county's policy is not to amend the
59 Tunnel Transfer Agreement or waive any of the contingencies in Section 1.2 of the
60 agreement unless the following conditions have been satisfied:

61 The county's department of transportation has determined and the county council
62 has confirmed that any new plan for light-rail use of the tunnel adopted by the Sound
63 Transit board will not result in a significant degradation of existing bus service on the
64 surface streets, the E-3 busway or in the tunnel if joint use with trains is adopted;

65 The county's department of transportation has determined and the county council
66 has confirmed that sufficient headways can be maintained for bus routes operating in the
67 tunnel to sustain ridership;

68 The county's department of transportation has determined and the county council
69 has confirmed that regional bus transit service access to the bus tunnel will be preserved
70 for transit patrons not directly served by light rail. This would include bus transit routes
71 from the I-90, SR 520, and SR 522 corridors as well as bus transit routes from the I-5
72 corridor where bus-passenger transfers to light rail would not be competitive in terms of
73 speed or convenience for bus passengers;

74 Sound Transit and King County have resolved satisfactorily any operational and
75 safety issues with respect to joint use, and Sound Transit has agreed to defend, indemnify
76 and hold King County harmless against any liability arising from the negligence,
77 recklessness or deliberate acts of Sound Transit during joint bus-rail and bus operations
78 in the tunnel;

79 Sound Transit pays to King County an annual amount for its share of tunnel use
80 under any joint operations scenario and pays for all retrofit costs required for joint rail
81 and bus operations in the tunnel; such annual payment amount shall include but not be
82 limited to (1) a pro rata share of outstanding debt service on the tunnel, said pro rata share
83 to be 100 percent during any period in which the tunnel is closed to transit use for

84 conversion work, (2) a pro rata share of all operations and maintenance costs of the
85 tunnel, and (3) said pro rata shares of debt service and operations and maintenance costs
86 shall automatically rise to 100 percent to be paid by Sound Transit once the actual
87 number of buses jointly operating in the tunnel with rail transit drops below thirty-five
88 buses per hour in each direction in the p.m. peak hour, provided that, upon assumption of
89 100 percent of the tunnel costs by Sound Transit, King County shall pay a use fee for
90 remaining bus operations in the tunnel,

91 Sound Transit, King County and the City of Seattle demonstrate fiscal
92 commitment to the surface street improvements outlined in the existing tunnel agreement;

93 The Sound Transit board has adopted a light-rail plan for extending the light rail
94 line north at least as far as Northgate in Seattle which identifies an alignment,
95 approximate total cost, construction schedule and funding plan;

96 Sound Transit continues its fiscal commitments to other key elements in the
97 existing tunnel agreement, including bus facilities at rail stations, bus operating delays
98 during tunnel retrofit and during construction, employee parking at Ryerson Base, and the
99 like;

100 Sound Transit and King County reach agreement on the terms of use and
101 compensation for any rail alignment through and Sound Transit use of Convention Place
102 station, including any impacts on King County's planned transit-oriented-development at
103 the site;

104 Sound Transit can demonstrate and the county council has confirmed that the light
105 rail system will significantly increase new transit riders in King County and increase the

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106 number of new transit riders in the tunnel compared to maximizing the use of buses in the
107 tunnel.

108 Contingencies are included for renegotiating the new tunnel transfer agreement in
109 the event that any new light rail alignment is adopted by the Sound Transit Board.

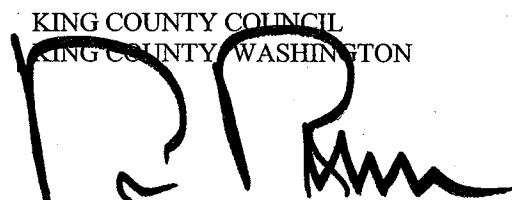
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Motion 11291 was introduced on 8/20/01 and passed as amended by the Metropolitan King County Council on 9/24/01, by the following vote:

Yes: 7 - Mr. von Reichbauer, Ms. Fimia, Mr. McKenna, Mr. Pullen, Ms. Hague, Mr. Thomas and Mr. Irons

No: 5 - Ms. Miller, Mr. Phillips, Mr. Pelz, Ms. Sullivan and Mr. Gossett

Excused: 1 - Mr. Nickels



Pete von Reichbauer, Chair

ATTEST:

Anne Noris, Deputy Clerk for

Anne Noris, Clerk of the Council

Attachments None