

11/16/76

Introduced by: Bill Reams
Mike Lowry

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MOTION NO. 2758

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A MOTION affirming the support of the King County Council for the Memorandum of Understanding dated November 9, 1976 on I-90 between Seattle, Bellevue, Mercer Island, The Municipality of Metropolitan Seattle (Metro), King County and the Washington State Highway Commission.

WHEREAS, the Cities of Seattle, Bellevue, Mercer Island, the County of King, the Municipality of Metropolitan Seattle and the Washington State Highway Commission have engaged in extensive negotiations in order to resolve differences between them relating to the design and operation of I-90 between I-5 and I-405 and the establishment of reasonable assurances of the construction of certain priority public transportation facilities in King County; and

WHEREAS, the representatives of King County have tentatively agreed to accept the compromise reached through the negotiating process, and

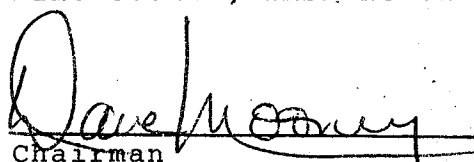
WHEREAS, substantial agreement between the above named parties has been reached as set forth in the Memorandum of Understanding dated November 9, 1976,

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

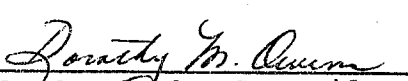
The King County Council hereby affirms its support for the attached Memorandum of Understanding dated November 9, 1976 on the condition that the Cities of Bellevue, Mercer Island, and Seattle consent to its terms and conditions.

PASSED this 15th day of November, 1976.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chairman

ATTEST:


Clerk of the Council

November 9, 1976

MEMORANDUM OF UNDERSTANDING

1
2 WHEREAS, the cities of Seattle, Mercer Island and Bellevue;
3 the Municipality of Metropolitan Seattle (hereinafter "Metro");
4 and King County by and through their respective councils and the
5 Washington State Highway Commission (hereinafter "the Commission")
6 desire to resolve the disputes which have surrounded the plans to
7 construct an improved Interstate 90 (I-90) facility between Inter-
8 state 405 (I-405) and Interstate 5 (I-5); and

9 WHEREAS, there is a desire to create an environment of coopera-
10 tion in which agreement is reached among all parties concerned
11 relative to the design of the I-90 facility and related transpor-
12 tation projects; and

13 WHEREAS, the decisions of the Ninth Circuit Court of Appeals
14 of the United States District Court for the Western District of
15 Washington have required that all alternatives to the proposed high-
16 way be studied; and

17 WHEREAS, all parties hereto state that they have reviewed the
18 proposed highway development and all currently available alterna-
19 tives to it, including the option of withdrawal and substitution;
20 and

21 WHEREAS, the I-90 facility from I-405 to I-5, when constructed,
22 must contain all of the social and environmental amenities included
23 in the Commission's previously adopted plans and modifications thereof
24 contained in the Findings and Order of the Board of Review in order to
25 be acceptable to all jurisdictions; and

1 WHEREAS, the parties believe that construction of the agreed
2 upon I-90 facility will be of definite advantage to all four local
3 jurisdictions because it will provide an excellent transit way
4 between Seattle, Mercer Island and Bellevue; it will eliminate the
5 dangerous three-one reversible lane operation presently employed
6 in that corridor; it will provide improved truck access from the
7 east to Seattle's south industrial/commerical area and port; it
8 will provide improved capacity in the off-peak direction; it will
9 probably provide an improved facility sooner than other approaches;
10 it will provide access to and from I-90 and I-5 south of downtown
11 Seattle eliminating traffic presently going through Beacon Hill
12 residential areas; it will provide many jobs for our citizens during
13 the period of construction; and it will repair the corridor and help
14 knit together the communities now split by U.S. 10 west of the Mount
15 Baker ridge and across Mercer Island; and

16 WHEREAS, the parties have concluded that withdrawal and substi-
17 tution is not a desirable option because it would double the local
18 matching monies required and because Mercer Island and Seattle find
19 unacceptable a major highway/transit I-90 facility without extensive
20 environmental amenities, which amenities might not be funded under
21 the withdrawal and substitution alternative; and

22 WHEREAS, it is in the best interest of the citizens of the
23 Puget Sound area and the State of Washington that this segment of
24 I-90 be completed in an expeditious manner; and

1 WHEREAS, all jurisdictions believe that sufficient public
2 hearings have been held on the project and that no further
3 hearings should be held unless legally required; and

4 WHEREAS, the parties desire to identify and establish a
5 reasonable assurance of construction of certain priority
6 public transportation facilities which are contained in the
7 1990 Transportation System Plan for the Central Puget Sound
8 Region and which serve to ensure that I-90 functions as an
9 integral part of the region's transportation system; and

10 WHEREAS, the parties desire to ensure that these future
11 improvements are consistent with the goals and policies for
12 regional development presently under consideration by the
13 Puget Sound Council of Governments (hereinafter "PSCOG") and
14 the subsequent subregional land use element of the Regional
15 Development Plan for the Central Puget Sound Region;

1 NOW THEREFORE, in consideration of the mutual and reciprocal
2 benefits accruing to each of the above government units, it is
3 hereby agreed as follows:

4 1. The Cities of Seattle, Mercer Island and Bellevue; King
5 County; Metro and the Commission support the construction
6 of a facility which will accommodate no more than eight
7 motor vehicle lanes which are arranged in the following
8 general manner:

9 (a) Three general-purpose motor-vehicle lanes in each
10 direction shall be constructed between the South
11 Bellevue Interchange and I-5. In addition, there
12 will be provision for necessary weaving lanes and
13 possible local access across the East Channel,
14 to be determined in accordance with paragraph 1 (e)
15 below.

16 (b) The facility shall also contain provision for two
17 lanes designed for and permanently committed to
18 transit use. The eastern and western termini for
19 these lanes shall be designed to facilitate uninter-
20 rupted transit and carpool access to downtown Seattle
21 and to downtown Bellevue in accordance with paragraph
22 3 herein below. The design shall be such as to accom-
23 modate the operation of the two transit lanes in
24 either a reversible or in a two-way directional mode.

- 1 (c) The facility shall be designed in a manner which, as
2 much as practicable, minimizes the width of the road-
3 way and the taking of land.
- 4 (d) To the extent practical, the facility shall provide
5 priority by-pass access for local transit to the general
6 purpose motor-vehicle lanes.
- 7 (e) The parties agree that the transit lanes shall operate
8 initially in a two-way directional mode, at no less than
9 45 mph average speed, with the first priority to transit,
10 the second to carpools, and the third to Mercer Island
11 traffic. The parties further agree that the initial
12 operation of the East Channel bridge shall consist of
13 only three general purpose auto lanes in each direction
14 in addition to the transit lanes. In addition, there will
15 be an acceleration lane from the South Bellevue Interchange
16 which will terminate prior to the exit ramp at the East
17 Mercer Interchange. The subsequent mode of operation
18 of the facility shall be based upon existing needs as
19 determined by the Commission in consultation with the
20 affected jurisdictions, pursuant to paragraph 12 of this
21 agreement. That determination will consider efficient
22 transit flow, equitable access for Mercer Island and
23 Bellevue traffic, and traffic-related impacts on Seattle.
- 24 2. The I-90 facility shall be designed and constructed so that
25 conversion of all or part of the transit roadway to fixed
26 guideway is possible.

1 3. The parties recognize that the planning, design and construc-
2 tion of efficient access at the eastern terminus and western
3 terminus of this facility will enhance the operation of I-90
4 as a regional transportation facility. Therefore, the Commis-
5 sion, jointly with Seattle, Mercer Island, Bellevue, King
6 County, and Metro, as their respective interests and responsi-
7 bilities may dictate, shall immediately upon execution of this
8 agreement undertake the development of the necessary plans
9 and designs for, and proceed with, the required public hearings
10 and the preparation of the necessary Environmental Impact State-
11 ments in order to obtain maximum eligibility for Federal Inter-
12 state funding for the construction of the following projects:

- 13 (a) Transit access from I-90 to downtown Seattle;
14 (b) Transit access from I-90 to I-405 and to the Bellevue
15 central business district;
16 (c) Transit and general-purpose access from I-90 to the
17 King County Stadium area; and
18 (d) Transit and general-purpose access from I-90 to arterials
19 serving the north Duwamish industrial/commercial area
20 and the Seattle waterfront;
21 (e) Transit access from I-90 transit lanes to I-5.

22 For any of the above projects or portions thereof which are not
23 eligible for Federal Interstate funding, the Cities, the County
24 and Metro with full support of the Commission, shall seek any

1 available funding for such projects and shall make reasonable
2 effort to complete the construction thereof prior to the
3 completion of I-90.

4 4. The parties further agree that, except as otherwise provided
5 in this agreement, the modified design of the facility will
6 preserve and incorporate all of the provisions for community
7 amenities and for reducing adverse environmental impacts as
8 contained in the limited access plans adopted by the State
9 Highway Commission for the segment of I-90 from the West Shore
10 of Mercer Island to the East Channel Bridge and for the segment
11 from I-5 to the West Shore of Mercer Island as the latter plan
12 was modified by the Findings and Order of the Board of Review
13 dated March 26, 1973, and the Stipulation to Resolve Certain
14 Issues incorporated therein, including but not limited to the
15 provisions for a full lid tying affected Seattle neighborhoods
16 together to permit park and/or two-story residential or
17 business construction (not industrial uses) to take place on
18 top of the highway between the Mt. Baker tunnel and 23rd Avenue
19 South. Additional loads may be acceptable following specific
20 agreement between the Commission and the City of Seattle. The
21 Commission agrees to fund the landscaping of the lid and the
22 maintenance thereof except as may be agreed to by other parties.

23 5. The parties agree that the design of the entire facility shall
24 include the following additional features:

25 (a) The design shall allow for the construction of a transit
26 station permitting transfer of transit passengers at

1 Empire Way South or 23rd Avenue South as more particularly
2 set forth in the Findings and Order of the Board of Review.

3 (b) The design will include a direct highway connection
4 for Rainier Valley to and from the east.

5 (c) The Commission agrees to participate jointly with
6 the City of Seattle in an I-90 corridor area planning
7 study for the purpose of defining alternative means
8 of redeveloping areas adjacent to the I-90 project
9 in Seattle. The extent of such study shall be defined
10 and agreed to by Seattle and the Commission, and to
11 the extent that the study relates to the effects of
12 the I-90 facility in the corridor, it shall be funded
13 by the Commission.

14 (d) At the option of the local jurisdictions to be exer-
15 cised within a reasonable time, the Commission shall
16 transfer to the appropriate jurisdiction fee title of
17 all state-purchased lands acquired for the I-90 project
18 but which are outside the finally determined right-of-
19 way lines of I-90 to the fullest extent and at the
20 lowest cost legally possible.

21 (e) The Commission's plan for preserving access between
22 Seattle communities over adjacent local city streets
23 shall include improvements of South Norman Street
24 between 20th Avenue South and 23rd Avenue South to

1 provide access to the Judkins neighborhood, this
2 being done in lieu of the development of South Judkins
3 Street as provided in the Commission's adopted plan
4 as modified by the Findings and Order of the Board of
5 Review.

6 (f) The design will provide for a continuous park/pedes-
7 trian link between Judkins Park and the lid over I-90
8 west of the Mt. Baker Ridge Tunnel.

9 6. The parties hereto agree that they will proceed under estab-
10 lished legal processes, including regional transportation
11 planning procedures of PSCOG and consistent with the approved
12 Regional Development Plan of PSCOG, to establish those pro-
13 jects which are of highest priority in the Transportation
14 System Plan and the Transportation Improvement Program as
15 the Plan and Program apply to the King County subregion.
16 The parties hereby agree that projects (a) through (g) listed
17 below are of highest priority and shall so indicate in the
18 process of establishing the King County Subregional Transpor-
19 tation Improvement Program, the Regional 1990 Transportation
20 System Plan, and Metro's Comprehensive Public Transportation
21 Plan. The Commission and Metro shall work with the local
22 jurisdictions in undertaking location and design studies for
23 these projects at the earliest possible date commensurate with
24 state, regional, metropolitan and local planning and priority
25 programming practices. Projects to be considered through these

1 processes shall include, but shall not be limited to, the
2 following regional components of PSCOG 1990 Transportation
3 Plan:

- 4 (a) Transit/carpool lanes and/or Surveillance Control and
5 Driver Information Systems (SC&DI) on I-5 from I-405
6 at Tukwila to the King County Snohomish County line;
- 7 (b) The park-and-ride lots and flyer stops contained in
8 the approved 1980 Plan as may be modified by Metro;
- 9 (c) Provision for a busway or exclusive transit/carpool
0 lane(s) as a part of the SR 99 and SR 509 corridor
1 including a crossing of the First Avenue South Bridge,
2 consistent with Metro's Transition planning for this
3 corridor;
- 4 (d) Provision for a busway or exclusive transit/carpool
5 lane(s) and/or SC&DI as a part of SR 520 from I-5
6 to I-405;
- 7 (e) Redesign, in a manner acceptable to the City of Seattle,
8 of the lanes where SR 520 meets I-5 and at the Mercer
9 Street egress from I-5 in order to improve transit
0 flow and reduce the congestion on I-5 between Mercer
1 Street and Roanoke Street;
- 2 (f) Provision for a busway or exclusive transit/carpool
3 lane(s) and/or SC&DI as a part of I-405 from Bothell
4 to Renton.

- 1 (g) Provision for exclusive transit lane(s) on I-405
- 2 through Bellevue which shall also include provision
- 3 for a freeway flyer stop and a park-and-ride facility
- 4 on I-405 between Main Street and N.E. 8th in Bellevue
- 5 and provision for I-405 access improvements to the
- 6 Bellevue central business district as determined by
- 7 the Joint State Legislative/Highway Commission and
- 8 City of Bellevue I-405 Access Study.

- 9 7. The parties agree that the I-90 facility should be operated
- 10 in such a manner as to encourage growth and development in
- 11 the presently urbanized areas of King County rather than in
- 12 undeveloped areas. Therefore, the Commission shall conduct a
- 13 study in coordination with the parties to this agreement to
- 14 determine the feasibility and means of metering and control-
- 15 ling local access to I-90 east of Bellevue during peak hours.

- 16 8. Seattle, Bellevue, Mercer Island, King County and Metro agree
- 17 that dedicated public transit rights-of-way through downtown
- 18 Seattle and through downtown Bellevue are compatible with the
- 19 public transportation plans of this area and are desireable
- 20 to be implemented in conjunction with the completion of the
- 21 I-90 facility.

- 22 9. Immediately upon the issuance of the environmental impact
- 23 statement, another review team comprised of representatives
- 24 chosen by each of the parties to this agreement shall be estab-
- 25 lished to further monitor and advise the Commission on the
- 26 development of the design and the implementation of the entire

1 I-90 facility and the I-90 transit access provisions listed
2 in paragraph three. In addition, review teams including
3 elected officials and citizens from Seattle, Bellevue,
4 Mercer Island and King County may be established to further
5 monitor and advise the Commission upon the implementation
6 and design of the I-90 facility.

7 10. Upon execution of this agreement, the Commission becomes
8 responsible for the design and construction of the facilities
9 described in this agreement that can be funded with federal
10 interstate funds as well as any other facilities referred to
11 in this agreement for which the Commission, by law, has the
12 sole responsibility; and the several parties to this agreement
13 become responsible for the design and construction of the
14 remaining facilities referred to in this agreement; provided
15 that all such undertakings are subject to available funding
16 and legal and procedural requirements. Seattle, Bellevue,
17 Mercer Island, King County and the Commission agree to process
18 any permits required for construction of the agreed upon facili-
19 ties in a timely and expeditious manner, as provided by law.

20 11. It is expressly understood that agreement to the above by the
21 Commission is tentative pending review of (1) the final environ-
22 mental impact statement to be filed in connection with the pro-
23 ject and (2) the hearing record being prepared in connection
24 with the corridor-design hearing held in January and February
25 1976. It is also understood that the parties have reached this

1 agreement under the assumption and on the condition that the
2 funding for the project, in accordance with the modified design
3 of said project as referred to in paragraphs 1, 2 and 4 and
4 those eligible portions under paragraph 3 which will qualify
5 for Federal Aid Interstate monies, is approved prior to the
6 initiation of construction and shall be funded from federal and
7 state funds, except as agreed to by the affected jurisdiction(s).

8 12. This agreement represents substantial accommodations by the
9 parties of positions held heretofore. Such accommodations were
10 made in order to achieve a unanimous agreement upon which to
11 proceed with the design and construction of I-90 and related
12 projects. This agreement, therefore, sets forth the express
13 intent of the existing governing bodies that the parties to
14 this agreement understand that their respective governing
15 bodies are limited in the degree to which they can bind their
16 successors with respect to the exercise of governmental powers
17 vested in those governing bodies by law. Accordingly, the
18 Commission will take no action which would result in a major
19 change in either the operation or the capacity of the I-90
20 facility without prior consultation with and involvement of the
21 other parties to this agreement, with the intent that concu-
22 rence of the parties be a prerequisite to Commission action
23 to the greatest extent possible under law.

Dated this _____ day of _____, 1976.

COUNTY OF KING

CITY OF SEATTLE

By: _____

By: _____

MUNICIPALITY OF METROPOLITAN SEATTLE

CITY OF MERCER ISLAND

By: _____

By: _____

WASHINGTON STATE HIGHWAY COMMISSION

CITY OF BELLEVUE

By: _____

By: _____