

Providing for cost overruns, re the trolley rehabilitation and expansion program.

## Ordinance No. 108613

85:3:07

AN ORDINANCE authorizing a Second Supplemental Agreement with the Municipality of Metropolitan Seattle to provide for the trolley rehabilitation and expansion program.

10-24-79 Pam

COMPTROLLER  
FILE NUMBER

## Council Bill No. 100777

INTRODUCED: OCT 22 1979	BY: EXECUTIVE REQUEST
REFERRED: OCT 22 1979	TO: TRANSPORTATION
REFERRED:	
REPORTED: OCT 29 1979	SECOND READING: OCT 29 1979
THIRD READING: OCT 29 1979	SIGNED: OCT 29 1979
PRESENTED TO MAYOR: OCT 30 1979	APPROVED: NOV 8 1979
RETD. TO CITY CLERK: NOV 8 1979	PUBLISHED:
VETOED BY MAYOR:	VETO PUBLISHED:
PASSED OVER VETO:	VETO SUSTAINED:

LAW DEPARTMENT

SEE BACK COVER

Ord. 108950 -Makes Additn'l Approp., etc. ...

Ord. 109015 -Provides for constr of trolley poles & wires generally along Rainier Ave S. from  
S. Jackson Street to S. Prentice Street re Columbia City LID projects, etc...

FUB (BO)  
BLDG.  
-ENG.-  
B.O.  
A.C.  
S.E.  
C.O.  
LIGHT

ORDINANCE 108613

AN ORDINANCE authorizing a Second Supplemental Agreement with the Municipality of Metropolitan Seattle to provide for the trolley rehabilitation and expansion program.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute, and the City Comptroller to attest, for and on behalf of The City of Seattle a second supplemental agreement to the transit transfer agreement with the Municipality of Metropolitan Seattle ("Metro") to provide for the increased costs of the electric trolley rehabilitation and expansion program. The agreement shall provide for the City to furnish Engineering Department support services (at an estimated value of \$155,000), the local matching amounts for federal capital grants for certain equipment, construction and capital purposes (at an estimated total of \$3,752,000), the local matching amount for the incremental cost to purchase trolley coaches rather than diesel buses for the expansion routes (at an estimated cost of \$445,000) and for handicapped lifts for one-half of such trolley coaches (at an estimated cost of \$43,000); it shall provide for Metro to provide the local match for federal capital grants for certain system improvements (estimated at \$2,328,000), for handicapped lifts for those trolley coaches purchased where no City contribution is made (at an estimated cost of \$162,000), and for acquiring new trolleys for the rehabilitated routes and the base cost of the trolley coaches on the expansion route measured by the cost of an equivalent diesel bus (at an estimated cost of \$2,510,000). The expansion routes are #1 Jefferson Park, #3 North Queen Anne, #4 East Queen Anne, #7 Prentice Street, #13 Seattle Pacific College, #43 Montlake-Ballard, and #44

(To be used for all Ordinances except Emergency.)

First Hill. The agreement may contain such other terms and conditions as the Mayor shall deem appropriate.

Section 2. Execution of the agreement authorized in Section 1 and any act pursuant to the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 3. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 29 day of October, 1979  
and signed by me in open session in authentication of its passage this 29 day of  
October, 1979

Approved by me this 8 day of November, 1979  
Charles Royer  
Mayor.

Filed by me this 8 day of November, 1979

Attest: E. L. King  
City Controller and City Clerk.

(SEAL)

Published

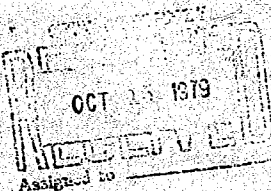
Rayne Ingvarie  
Deputy Clerk.



## Your City, Seattle

### Executive Department-Office of Management and Budget

Casey Jones, Director  
Charles Royer, Mayor



The Honorable Douglas Jewett  
City Attorney  
City of Seattle

Dear Mr. Jewett:

The Mayor is proposing to City Council that the enclosed legislation be adopted.

REQUESTING  
DEPARTMENT: Executive

SUBJECT: Trolley Rehabilitation and Expansion - Cost Overrun Agreement

Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation directly to your office for review and drafting.

After reviewing this request and drafting appropriate legislation:

- (X) File the legislation with the City Clerk for formal introduction to the City Council as an Executive Request.
- ( ) Do not file with City Council but return the proposed legislation to OMB for our review. Return to \_\_\_\_\_.

Sincerely,

Charles Royer  
Mayor

By

  
Casey Jones  
Budget Director

CJ:rr:jk

Enclosure

An equal employment opportunity - affirmative action employer.

City of Seattle-Executive Department • Office of Management and Budget • Room 402 Municipal Building • Seattle, Washington 98104 • 625-2551

SECOND SUPPLEMENTAL AGREEMENT TO THE  
TRANSIT TRANSFER AGREEMENT  
FOR THE TROLLEY REHABILITATION  
AND EXPANSION PROGRAM

Recitals:

As of December 1, 1972, the City of Seattle ("City") and the Municipality of Metropolitan Seattle ("Metro") entered into a Transit Transfer Agreement. Pursuant to Section 3(a) of such agreement, on August 1, 1977, the City and Metro entered into the First Supplemental Agreement to the Transit Transfer Agreement which established a mutually approved program for the rehabilitation and expansion of Metro electric trolley service within the City ("Trolley Program").

The total costs of completing the Trolley Program will exceed the total estimated costs set forth in the First Supplemental Agreement and the City and Metro desire to provide for the sharing of such additional costs in this Second Supplemental Agreement.

As of the date of this Second Supplemental Agreement, the total estimated capital costs of the Trolley Program are:

- |   |           |              |
|---|-----------|--------------|
| a. Purchase of 109 40-foot trolley buses                            | (Approx.) | \$15,800,000 |
| b. Rehabilitation and expansion of trolley overhead electrification | (Approx.) | \$30,400,000 |

Total Estimated Costs \$46,200,000

The City and Metro anticipate that the Urban Mass Transportation Administration ("UMTA") of the U. S. Department of Transportation will participate in up to 80 percent of the total eligible costs of the Trolley Program or approximately \$36,960,000.

Covenants:

Section 1. Effective on the date of this Second Supplemental Agreement, the First Supplemental Agreement dated August 1, 1977, is hereby superseded, provided that all actions taken and payments made in accordance with the provisions of the First Supplemental Agreement are hereby ratified and approved.

Section 2. The City's share of the costs associated with the Trolley Program will be as follows:

- A. The City will provide, with no matching funds from UMTA, the costs necessary for the Seattle Engineering Department support activities, to include all activities necessary for the proper coordination of Engineering Department projects and Metro trolley projects including negotiations for this agreement and any amendments thereto and actions necessary to acquire the needed rights-of-way for rectifier substations on Department of Lighting property. Estimated cost to be \$155,000.

B. At such time or times as Metro shall require monies for progress payments, the City will provide such monies up to the following amounts from the Transit Fund to be used as local matching amounts for UMTA capital grants for the following purposes:

1. Equipment Purchases

Rectifiers	\$ 372,000
Overhead hardware for expansion routes	\$ 136,700
Wire and cable for expansion routes	\$ 87,200

2. Construction and engineering costs for overhead system expansion and rectifier substations as described in Section 5 of this Agreement \$ 3,082,000

3. Purchase of property, easements and leases for rectifier substations \$ 74,000

Total \$ 3,752,000

C. For the trolleys required to serve the expansion trolley routes described in Section 5 and shown on Exhibit A (approximately 46 trolleys), the City will provide to Metro the monies required to pay the local matching share for UMTA grants for the differential in cost between standard 40-foot diesel buses and standard trolley buses. Such cost difference shall be determined based on the final contract price for 40-foot diesel buses (as established by Metro Contract No. T5A-75) escalated to the time of delivery of the trolley buses by the same escalation percentage as is applied to trolley bus prices under Metro Contract No. T4A-76. Such cost is estimated at \$445,000.

D. To encourage the use of trolleys by the handicapped citizens of Seattle, the City will provide the local funds required to match UMTA capital grants for the addition of handicapped lifts for one-half of the trolley buses for the expansion trolley routes, at an estimated cost to the City of \$43,000.

Section 3.

A. Metro will provide the local match to UMTA capital grants for the following purposes up to the following amounts:

1. Electrical overhead system rehabilitation and engineering (with the exception of the Monorail feeder system) as described in Section 5 of this Agreement \$ 2,328,000

2. Addition of handicapped lifts for all of the trolleys for the rehabilitation routes plus one-half of the trolleys for the expansion routes \$ 162,000

B. Metro will provide the local matching share for UMTA grants for the purchase of standard trolleys required to serve the rehabilitated trolley routes (approximately 63 trolleys). Metro will also provide that portion of the local match for the purchase of the standard trolley buses required to serve the expansion routes equivalent to the local share cost for an equal number of standard 40-foot diesel buses, as computed in Section 2.C. Such cost is estimated at \$2,510,000.

Section 4. As the authorized metropolitan public transit operator, Metro shall discharge full ownership responsibilities for the rehabilitated and expanded trolley system pursuant to Section 7(e) of the Transit Transfer Agreement. Metro shall be responsible for the cost of maintaining and operating such trolley system, including the expanded and rehabilitated trolley electrical overhead, rehabilitated rectifier substations and associated real property rights, the expansion rectifier substations and associated real property rights; provided that, the City shall continue to discharge full ownership responsibilities for the Monorail system, as set forth in the Transit Transfer Agreement, and shall pay appropriate Metro billings for maintenance and operating costs.

Section 5. The City and Metro hereby agree that the trolley rehabilitation and expansion program shall consist of the following rehabilitation and expansion routes and their associated rectifier substations as initially set forth in Exhibit XV-2 and Exhibit XV-3 of the document entitled System Configuration Study, Trolley Overhead System and Substations, Rehabilitation and Expansion prepared for Metro by R.W. Beck & Associates, dated April, 1976, and modified by certain drawings received by Metro March 9, 1977, and July 11, 1979, entitled Wire Plan-A, Ballard-University; Wire Plan-B, Central Area; Wire Plan-C, Queen Anne; Wire Plan-D, Downtown; Wire Plan-E, South Area, substantially as shown on Exhibit A attached hereto:

Rehabilitation Routes

- #1 Kinnear
- #2 West Queen Anne
- #2 Madrona Park
- #3 Madrona
- #4 Judkins Park
- #7 Broadway
- #10 Capitol Hill
- #13 Interlaken Park
- #14 Mt. Baker
- #14 Summitt  
Downtown

Expansion Routes

- #1 Jefferson Park
- #3 North Queen Anne
- #4 East Queen Anne
- #7 Prentice Street
- #13 Seattle Pacific College
- #43 Montlake/Ballard
- #44 First Hill

If, at any time, the total costs of completing the agreed to routes exceed the total estimated costs set forth in this Agreement, including any amendments thereto, the award of further construction contracts shall be deferred until the parties shall agree as to the sharing of any additional costs.

Section 6. Each party will bear their separate costs of administration of the Trolley Program and preparation of planning therefor and agreements incidental thereto without reimbursement from the other party.

Section 7. Metro agrees to incorporate needed changes to trolley routing, i.e., overhead equipment, wire, and poles, which are brought to their attention in writing by the City during the design of the rehabilitation and expansion routes. The local match for the construction cost of such change will be borne by Metro for the rehabilitation routes and by the



City for the expansion routes. Thereafter, the City agrees that changes in the transportation or other emphasis of City streets of such magnitude as to require the rerouting of trolley service or the relocation of rectifiers will be accomplished, if requested by the City, at City expense. All changes to the trolley system short of route relocation will be made on a cost sharing basis, as set forth in City/Metro cost sharing agreements or as agreed to by both parties. In such non-major changes, the City will make every attempt to provide reimbursement for Metro's cost from Federal, State or other non-City funding sources.

DATED this 6 day of March, 1980.

THE CITY OF SEATTLE

By Charles Royer

Mayor

Pursuant to Ordinance \_\_\_\_\_

ATTEST:

Jim Hill  
City Comptroller

APPROVED AS TO FORM:

Donald H. Stout  
DONALD H. STOUT, Assistant  
for City Attorney DOUGLAS N. JEWETT

MUNICIPALITY OF METROPOLITAN SEATTLE

By Phil Pt

Executive Director

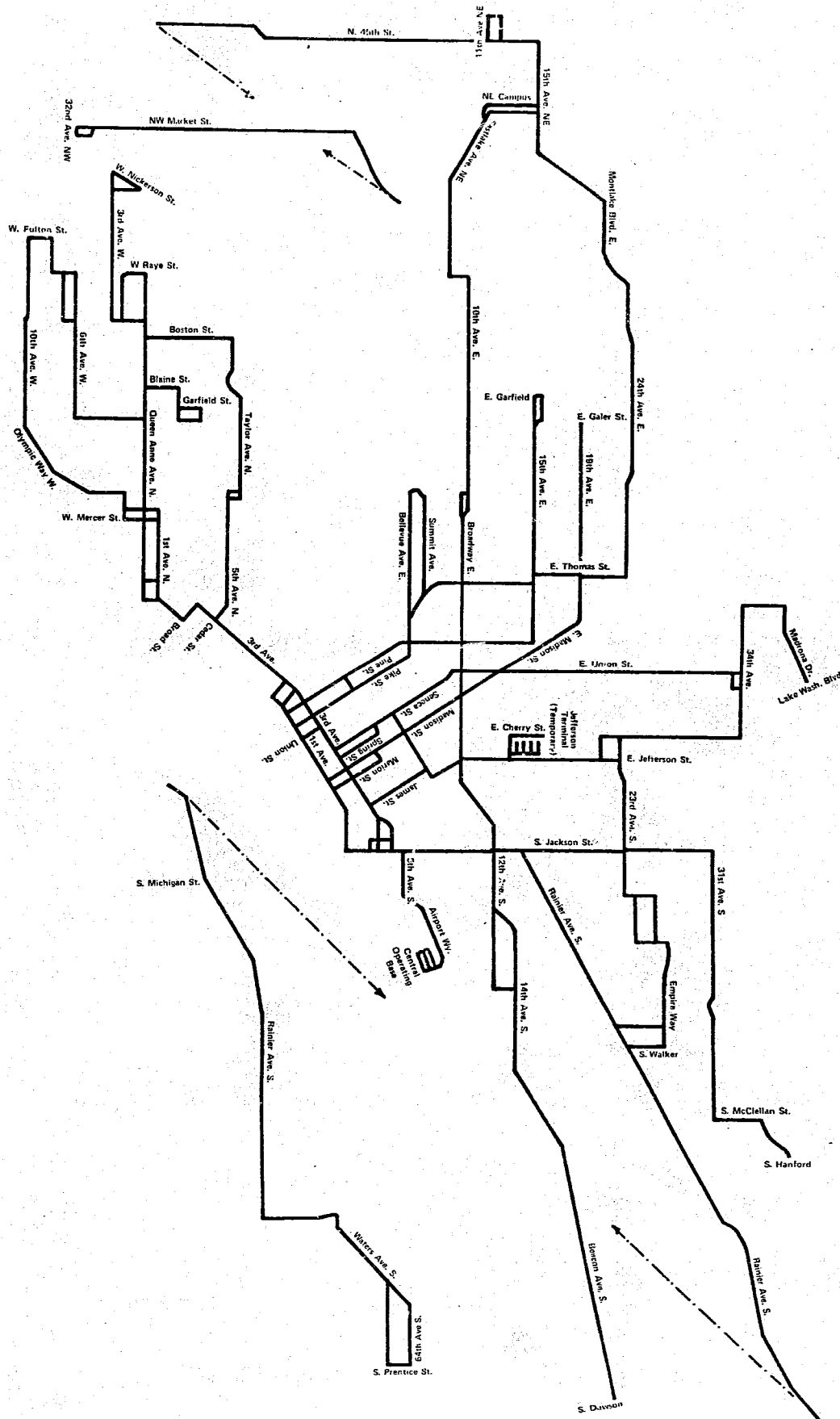
ATTEST:

Larry J. St  
Clerk of the Council

APPROVED AS TO FORM:

Robert H. Gunter  
General Counsel

EXHIBIT A



SECOND SUPPLEMENTAL AGREEMENT TO THE  
TRANSIT TRANSFER AGREEMENT  
FOR THE TROLLEY REHABILITATION  
AND EXPANSION PROGRAM

Recitals:

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The total costs of completing the Trolley Program will exceed the total estimated costs set forth in the First Supplemental Agreement and the City and Metro desire to provide for the sharing of such additional costs in this Second Supplemental Agreement.

As of the date of this Second Supplemental Agreement, the total estimated capital costs of the Trolley Program are:

- |   |                        |
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| a. Purchase of 109 40-foot trolley buses                            | (Approx.) \$15,800,000 |
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Total Estimated Costs \$46,200,000

The City and Metro anticipate that the Urban Mass Transportation Administration ("UMTA") of the U.S. Department of Transportation will participate in up to 80 percent of the total eligible costs of the Trolley Program or approximately \$35,960,000.

Covenants:

Section 1. Effective on the date of this Second Supplemental Agreement, the First Supplemental Agreement dated August 1, 1977, is hereby superseded, provided that all actions taken and payments made in accordance the provisions of the First Supplemental Agreement are hereby ratified and approved.

Section 2. The City's share of the costs associated with the Trolley Program will be as follows:

- A. The City will provide, with no matching funds from UMTA, the costs necessary for the Seattle Engineering Department support activities, to include all activities necessary for the proper coordination of Engineering Department projects and Metro trolley projects including negotiations for this agreement and any amendments thereto and actions necessary to acquire the needed rights-of-way for rectifier substations on Department of Lighting property. Estimated cost to be \$155,000.

B. At such time or times as Metro shall require monies for progress payments, the City will provide such monies up to the following amounts from the Transit Fund to be used as local matching amounts for UMTA capital grants for the following purposes:

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Rectifiers	\$ 372,000
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Wire and cable for expansion routes	\$ 87,200

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\$ 74,000

Total \$ 3,752,000

C. For the trolleys required to serve the expansion trolley routes described in Section 5 and shown on Exhibit A (approximately 46 trolleys), the City will provide to Metro the monies required to pay the local matching share for UMTA grants for the differential in cost between standard 40-foot diesel buses and standard trolley buses. Such cost difference shall be determined based on the final contract price for 40-foot diesel buses (as established by Metro Contract No. T5A-75) escalated to the time of delivery of the trolley buses by the same escalation percentage as is applied to trolley bus prices under Metro Contract No. T4A-76. Such cost is estimated at \$445,000.

D. To encourage the use of trolleys by the handicapped citizens of Seattle, the City will provide the local funds required to match UMTA capital grants for the addition of handicapped lifts for one-half of the trolley buses for the expansion trolley routes, at an estimated cost to the City of \$43,000.

Section 3.

A. Metro will provide the local match to UMTA capital grants for the following purposes up to the following amounts:

1. Electrical overhead system rehabilitation and engineering (with the exception of the Monorail feeder system) as described in Section 5 of this Agreement

\$ 2,328,000

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# Your City, Seattle

Office of the Mayor  
Charles Royer, Mayor



September 18, 1979

City Council  
City of Seattle  
Seattle, Washington

Via: O.M.B.

Honorable Members:

Attached for your approval is an Ordinance authorizing the City to enter into a revised supplementary agreement to the Transit Transfer Agreement. The revised agreement reflects cost overrun cost sharing between the City and Metro in the Trolley Rehabilitation and Expansion Program.

The proposed agreement calls for Seattle to pay the local match on the overrun relating to the expansion portion of the program. Metro will pay the local match on the rehabilitation portion of the program. This is compatible with the terms of the original agreement in which the City of Seattle agreed to pay the local match on the expansion portion of the program.

Our costs now break down as follows:

\$ 4,312,000	Original Agreement, which includes \$324,000 Contingency
833,000	Overrun on Expansion (local match share)
<u>234,000</u>	Additional Seattle Engineering Costs
\$ 5,379,000	Total Commitment


City staff in Engineering, O.M.B., and O.P.P. have reviewed this agreement extensively and I am confident that the costs detailed in the agreement reflect accurately the terms we agreed to, namely that the City would bear responsibility as originally agreed for the local match on the expansion portion of the Trolley Program.

The cost overrun will be paid for out of the Transit Transfer Fund. This action along with the action the Transportation Committee took earlier on May 30, 1979, to pay for the Planning and Design on the Waterfront Streetcar will exhaust the resources in the Transit Transfer Fund plus interest.

City Council  
September 18, 1979  
Page two

I look forward to your timely approval of this ordinance.

Sincerely,

  
Charles Poyer

CR:lk1

cc: Shelly Yapp  
Casey Jones  
Paul Wiatrak

Trolley Rehabilitation and Expansion Program

Cost Agreement

Tom R  
from Lynn Ray  
10/23

The terms of the First Supplemental Agreement between Metro and the City of Seattle were that Metro would pay the local match on the Rehabilitation portion and the City would pay the local match on the expansion portion. These terms were used as a basis for arriving at the new cost sharing agreement for the overruns in the Second Supplemental Agreement. Other than that, there are no changes between the First and Second Supplemental Agreements.

	<u>Original Agreement</u>	<u>Overrun</u>	<u>Revised Agreement</u>
City	\$ 4,312,000	\$ 1,067,000	\$ 5,379,000
Metro	4,754,000	246,000	5,000,000
UMTA	30,905,000	6,055,000	36,960,000
TOTAL	<u>\$39,971,000<sup>1</sup></u>		
City of Seattle Costs:			
<u>Materials:</u>			
Rectifiers	362,000	10,100	372,100
Overhead Hardware	57,000	79,700	136,700
Wire / Cable	85,000	2,200	87,200
Construction	1,501,000	1,581,000	3,082,000
Purchase of Property	239,000		
Easements & Leases	60,000	(-) 225,000	74,000
for Rectifier	<u>299,000</u>		
Substations			
Contingencies	324,000	(-) 324,000	- 0 -
	99,000	(-) 199,000	- 0 -
Trolleys	521,000	(-) 76,000	445,000
Handicapped Lifts	59,000	(-) 16,000	43,000
Pay-out to Metro	750,000	- 0 -	750,000
for Assuming M/O			
Costs for Rectifier			
Stations			
Engineering Staff	<u>155,000</u>	<u>234,000</u>	<u>389,000</u>
	\$ 4,312,000	\$ 1,067,000	\$ 5,379,000

<sup>1</sup>This figure does not reflect adjustments for the actual cost of buses and materials.

Metro (-) \$ 434,000  
City (-) \$ 92,000

# TRANSIT FUND FACT SHEET

5-25-79

## Transit Fund Balance

Balance in Transit Fund (12-31-78)	\$4,038,631
Plus: Projected Interest Income for 1979	254,000*
Projected Interest Income for 1980	32,000*
Less: Reimbursements Owed to Emergency Fund	( 169,325)
Transfer to General Fund (Ord. #107835)	( 470,000)
<u>Balance Available for Transit Projects</u>	<u>\$3,685,306</u>

## Obligation on Transit Fund

Reserve for Contingencies (Monorail, et al.)	\$ 250,000
Balance Reserved for Streetcar (\$1,380,000 Estimate)	282,150
Balance Reserved for City Share of Trolley Program (\$4,312,000 Estimate)	2,402,332
<u>Total Obligations Currently Authorized</u>	<u>\$2,934,482</u>

## Potential Additional Demands for Trolley Rehabilitation and Waterfront Streetcar

Metro Request to Cover Cost Overruns on Trolley Program	\$ 948,000
Additional SED Costs to Staff Trolley Program	234,000
Cost Increase on Waterfront Streetcar**	222,750
<u>Total Additional Demands</u>	<u>\$1,404,750</u>

## WATERFRONT STREETCAR Current Project Estimate

	TOTAL	CITY	UMTA
A. Design***	\$ 184,610	\$ 133,710	\$ 50,900
B. Maintenance Needs	62,000	39,200	22,800
C. Prior Expenditures	46,000	46,000	0
D. Rental of Storage Space	3,750	3,750	0
SUBTOTAL (A+B+C+D)	\$ 296,360	\$ 222,660	\$ 73,700
E. Construction	1,186,640	269,080	917,560
TOTAL (A+B+C+D+E)	\$1,483,000	\$ 491,740	\$ 991,260

\*Interest estimates provided by OMB

\*\*As of SED Estimate (5-22-79)

\*\*\*Design phase is comprised of two elements:

	TOTAL	CITY	UMTA
1. Preliminary Plans	\$101,500	\$73,500	\$28,000
2. Contract Plans	83,110	60,210	22,900



Section 4. As the authorized metropolitan public transit operator, Metro shall discharge full ownership responsibilities for the rehabilitated and expanded trolley system pursuant to Section 7(e) of the Transit Transfer Agreement. Metro shall be responsible for the cost of maintaining and operating such trolley system, including the expanded and rehabilitated trolley electrical overhead, rehabilitated rectifier substations and associated real property rights, the expansion rectifier substations and associated real property rights; provided that, the City shall continue to discharge full ownership responsibilities for the Monorail system, as set forth in the Transit Transfer Agreement, and shall pay appropriate Metro billings for maintenance and operating costs.

Section 5. The City and Metro hereby agree that the trolley rehabilitation and expansion program shall consist of the following rehabilitation and expansion routes and their associated rectifier substations as initially set forth in Exhibit XV-2 and Exhibit XV-3 of the document entitled System Configuration Study, Trolley Overhead System and Substations, Rehabilitation and Expansion prepared for Metro by R.W. Beck & Associates, dated April, 1976, and modified by certain drawings received by Metro March 9, 1977, and July 11, 1979, entitled Wire Plan-A, Ballard-University; Wire Plan-B, Central Area; Wire Plan-C, Queen Anne; Wire Plan-D, Downtown; Wire Plan-E, South Area, substantially as shown on Exhibit A attached hereto:

Rehabilitation Routes

#1 Kinnear  
#2 West Queen Anne  
#2 Madrona Park  
#3 Madrona  
#4 Judkins Park  
#7 Broadway  
#10 Capitol Hill  
#13 Interlaken Park  
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Downtown

Expansion Routes

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#13 Seattle Pacific College  
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#44 First Hill

If, at any time, the total costs of completing the agreed to routes exceed the total estimated costs set forth in this Agreement, including any amendments thereto, the award of further construction contracts shall be deferred until the parties shall agree as to the sharing of any additional costs.

Section 6. Each party will bear their separate costs of administration of the Trolley Program and preparation of planning therefor and agreements incidental thereto without reimbursement from the other party.

Section 7. Metro agrees to incorporate needed changes to trolley routing, i.e., overhead equipment, wire, and poles, which are brought to their attention in writing by the City during the design of the rehabilitation and expansion routes. The local match for the construction cost of such change will be borne by Metro for the rehabilitation routes and by the

City for the expansion routes. Thereafter, the City agrees that changes in the transportation or other emphasis of City streets of such magnitude as to require the rerouting of trolley service or the relocation of rectifiers will be accomplished, if requested by the City, at City expense. All changes to the trolley system short of route relocation will be made on a cost sharing basis, as set forth in City/Metro cost sharing agreements or as agreed to by both parties. In such non-major changes, the City will make every attempt to provide reimbursement for Metro's cost from Federal, State or other non-City funding sources.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1979.

THE CITY OF SEATTLE

MUNICIPALITY OF METROPOLITAN SEATTLE

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Executive Director

Pursuant to Ordinance \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
City Comptroller

\_\_\_\_\_  
Clerk of the Council

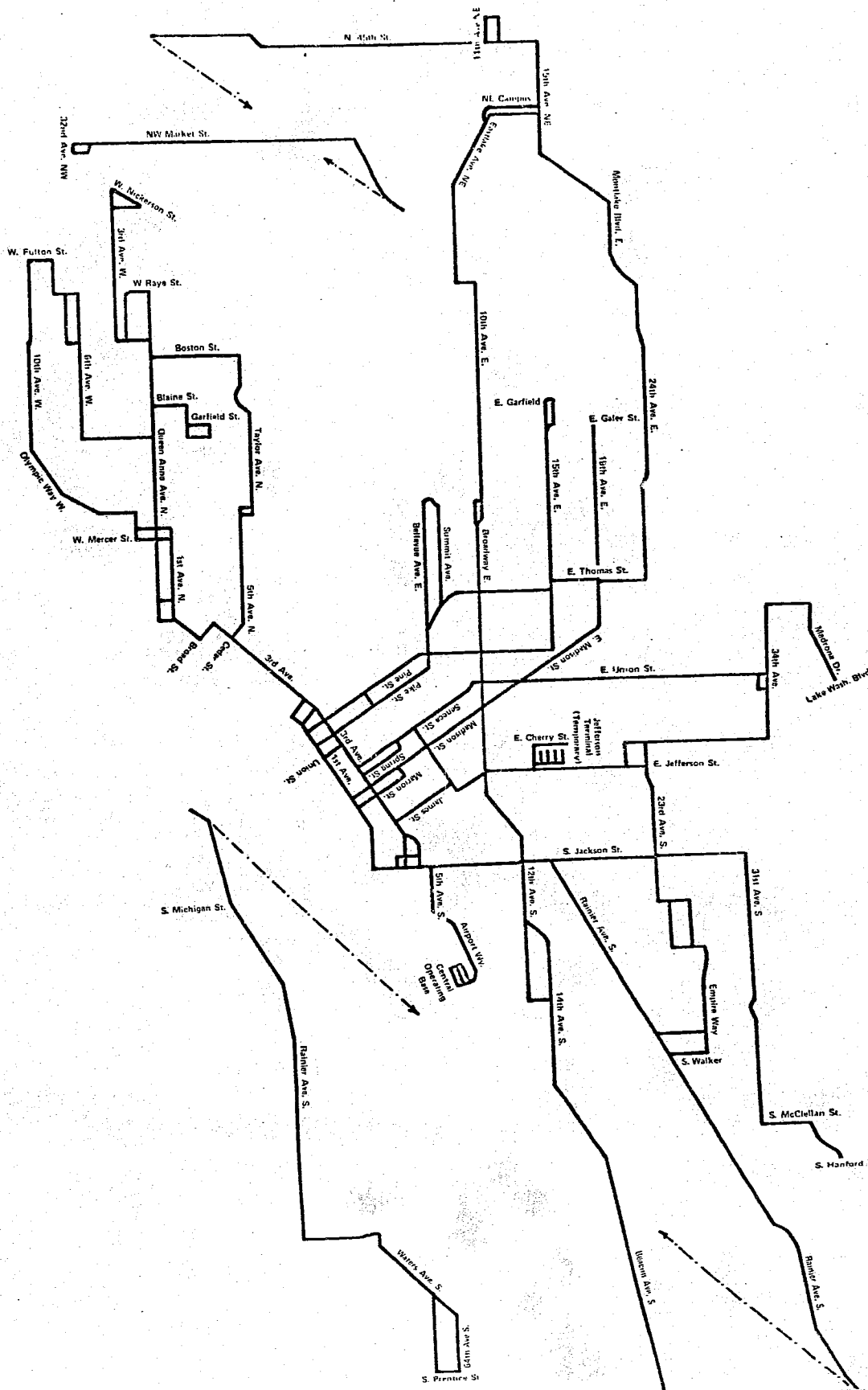
APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
General Counsel

## EXHIBIT A



## Your City, Seattle

Executive Department-Office of Policy Planning



Charles Royer, Mayor

September 17, 1979

### M E M O R A N D U M

TO: Mayor Charles Royer

FROM: Shelly Yapp, Acting Director  
Office of Policy Planning

SUBJ: Trolley Rehabilitation and Expansion - Cost Overrun Agreement

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Attached is a proposed Ordinance authorizing you to enter into a revised supplementary agreement with Metro reflecting the cost overrun arrangement that you reached a few months ago with Neil Peterson.

Staff in O.P.P., the Engineering Department, O.M.B. and O.I.R. have reviewed the Agreement and find no inconsistencies with the agreement which you reached orally with Neil Peterson.

In summary, Seattle agreed to pay \$833,000 of the overrun. This amount reflects the local match for the overrun on the expansion portion of the project. Metro is paying local match on the rehabilitation portion. U.M.T.A. will fund 80 percent federal share on the total overrun.

Our costs now break down as the following:

\$ 4,312,000 - Original Agreement, which includes \$324,000 Contingency  
833,000 - Overrun  
234,000 - Additional Seattle Engineering Costs  
\$ 5,379,000 Total Commitment as of May 1979

The cost overrun will be paid for out of the Transit Transfer Fund. This action along with the action the Transportation Committee took earlier on May 30, 1979, to pay for the Planning and Design on the Waterfront Streetcar will exhaust the resources in the Transit Transfer Fund plus interest.

An equal employment opportunity - affirmative action employer.

City of Seattle, Executive Department, Office of Policy Planning, 400 Yesler Building - 4th Floor, Seattle, WA 98104, (206) 525-4575



MEMORANDUM

Mayor Charles Royer

September 17, 1979

Page two

The legal language has been reviewed with the City Attorney's Office and they have no problems with it as proposed.

We have discussed the Agreement with City Transportation Committee members earlier, but will review with them again next week before their Committee meeting on this matter in order to insure there are no problems.

SY:lk1

# The City of Seattle--Legislative Department

MR. PRESIDENT:

Date Reported  
and Adopted

OCT 29 1979

Your Committee on **TRANSPORTATION**

to which was referred

C.B. 100777

Providing for cost overruns, re the trolley rehabilitation and expansion program.

Authorizing a Second Supplemental Agreement with the Municipality of Metropolitan Seattle to provide for the trolley rehabilitation and expansion program.

10-24-79 Pom

*Janette Williams*

Chairman

Chairman

*Transportation*

Committee

Committee

FOR YOUR APPROVAL, PLEASE

OK  
Shelly Yapp / Director, OPP

Date: 9-17-79

To: Nancy Nobuyama, Mayor's Office

From: OPP

For: The Mayor's signature

Dictated by: Lynn Kay (DIR)

Typed by: Jubie Lodi (DIR)

URGENT (Circle in red)

Next Destination: To Council  
(Mail, return to OPP, etc.)