



Paul Schell, Mayor

Seattle Transportation
Daryl R. Grigsby, Director

July 20, 1998

Mr. Mike Burke
Port of Seattle
P.O. Box 1209
Seattle Washington 98111

Subject: Conditions for Port of Seattle request for vacations on Harbor Island at Terminal 18
Clerk File 301929

Dear Mr. Burke:

On May 4, 1998, the Seattle City Council voted to grant the vacations requested by the Port for the expansion of the Terminal 18 facility. Clerk File 301929 contains the petition of the Port of Seattle for the vacation of portions of the following streets:

- 11th Avenue Southwest, from a point approximately 500 feet north of Spokane Street up to, and including, the intersection with Southwest Florida Street;
- 13th Avenue Southwest, from a point approximately 200 feet north of Klickitat Avenue Southwest to the southern boundary of Southwest Lander Street;
- Southwest Hanford Street, all of Southwest Hanford Street east of 16th Avenue Southwest;
- Southwest Florida Street, approximately 150 feet of Southwest Florida Street west of its intersection with 11th Avenue Southwest; and
- Southwest Lander Street, a portion of Southwest Lander Street 33 feet wide-by-273 feet long, comprised of the northern shoulder just west of 13th Avenue Southwest and abutting the Texaco tank farm.

Clerk File 301929 contains the complete description of the streets contained in the vacation petition.

The vacation is granted subject to the following conditions:

It is recommended that the streets proposed for vacation for the expansion of the Terminal 18 facility and fully described in CF 301929 be approved and the vacation be granted upon the Port's meeting the following conditions. The Port shall demonstrate that all conditions imposed by the City Council have been satisfied prior to the passage of the street vacation ordinance. The City recognizes that private contractors may assume the obligation of some conditions or may satisfy some of the conditions.

1. The vacation of the streets is granted to allow the Port of Seattle to develop, construct, and operate an expanded Terminal 18 facility substantially in conformity with the proposal presented to the City Council and for no other purpose. The project is more specifically described in MUP 9700752.

2. The utility issues shall be resolved to the full satisfaction of the affected utility prior to approval of the final street vacation ordinance. This may include easements, restrictive covenants, relocation agreements, or Port acquisition of the facilities, which shall be at the sole expense of the petitioner. The Port must ensure that there is no significant disruption of utility services to business on Harbor Island. In addition, DCLU shall condition the permits to require notification of Harbor Island businesses and a schedule for construction work that involves utility relocation.

3. The Port shall ensure that no trucks queue on public streets while waiting to enter the Terminal 18 facility. The Port has identified four methods for avoiding truck queues including:

- Implementing flexible staff hours to maintain partial gate staffing through lunch;
- Adding staff to the gate;
- Extending gate hours, and
- Hiring traffic control personnel to prevent trucks from queuing on public streets.

4. The Port shall provide street improvements that maintain the multi-use trail route, which has been approved by SEATRAN, for bicycles and pedestrians along the north side of SW Spokane Street from the East Waterway Bridge to the south side of the low-level Spokane Street Bridge (Swing Bridge). These improvements are subject to the approval of the City Traffic Engineer and should provide a safe connection through the corridor for trail users. Within an 18-month period of the completion of the street improvements, if the City Traffic Engineer determines that this urban trail route is not operating as intended to provide the safe connection, then the Port of Seattle shall be required to provide additional improvements to slow trucks entering the Terminal 18 South Gate.

5. All street improvements, including street design, traffic control devices, sidewalks, landscaping, and bicycle trails as identified in the MUP and proposed in the vacation petition shall be provided. All improvements must be designed to SEATRAN standards and shall require the approval of SEATRAN.
6. The Port shall provide apprenticeships, job training programs, and opportunities for WMBE firms to participate in the design, development, construction, and operation of the T-18 facility. The Port shall ensure that its private contractors provide the same level of participation for WMBE firms and training programs as would be available with other Port projects.
7. The Port shall continue to work with Police, Fire, SEATRAN, and the Coast Guard on an emergency communication protocol and train movement advisory system. Such notification system shall be coordinated or combined with the emergency and rail movement notification system for the Terminal 5 facility.
8. The Port shall provide the public shoreline access site and amenities as outlined in the MUP. Consistent with the policy established in the Comprehensive Public Access Plan for the Duwamish Waterway a public access easement agreement or similar binding agreement is required to ensure the public access site remains forever open and available to the public.
9. The Port shall ensure that the bicycle trail, the public shoreline access site, and other amenities associated with the redevelopment project shall be completed prior to the issuance of the Certificate of Occupancy for the expanded Terminal 18.
10. The Port shall work cooperatively with the City to find a mutually acceptable method of ensuring a level of concurrency between the development and expansion of T-18 and the freight mobility improvements proposed by the Fast Corridor plan.
11. The Port shall replace the on-street parking as proposed and shall provide and maintain the off-street parking and access roads and easements, as outlined in private agreements between the Port and other Harbor Island businesses. A pedestrian overpass that meets ADA requirements shall also be provided if the replacement parking agreement includes parking on both sides of railroad tracks. Such private agreements relating to parking and access shall be completed, signed, and recorded, if necessary, prior to the issuance of the Building Permit for the construction of the expanded facility, unless an alternate date is agreed upon by all parties.
12. The Port shall provide SEATRAN with regular project updates and updates on implementing the conditions.
13. The Port shall provide Todd Shipyard with two travel lanes in each direction as access throughout construction. A construction access plan shall be developed in

coordination with the Harbor Island business owners through the Construction Coordination Committee.

14. The Port shall provide a two-lane emergency access road which must remain unimpeded by either rail barge or terminal train traffic at the intersection of S.W. Florida Street and 13th Avenue Southwest. This is intended to provide alternative access for the Rainier Petroleum site and some of the easterly parking areas utilized by Todd Shipyard. The road shall be designed to SEATRAN standards and shall require the approval of SEATRAN. The road shall be constructed and available for use prior to the issuance of the Certificate of Occupancy.

15. The Port shall form a Construction Coordination Committee composed of representatives of the Port, SSA, the project contractor, the City, and Harbor Island-businesses. The purpose of the Committee will be to ensure that all parties are consulted and all comments are incorporated into the planning and project design. Monthly construction coordination meetings shall be held.

16. Necessary Street Use Permits will be conditioned to require coordination with City inspectors and public utilities. The Port shall provide the utilities with contractor phasing plans for review and approval prior to the commencement of any work affecting the utility.

The Seattle Municipal Code (SMC) requires the payment of a \$300.00 post-hearing fee. The check is to be made payable to the City of Seattle. The check should be delivered to Beverly Barnett, Seattle Transportation, 501 Municipal Building, 600 Fourth Avenue, Seattle, Washington 98104.

It is of critical importance that this office be kept informed of the development progress and work being done to meet the conditions. If this office is not kept informed of the status of the project, delays may occur in the preparation and passage of the final ordinance. This in turn can cause delays in the development timeline or in the ability to obtain a Certificate of Occupancy to open the facility. SEATRAN must also determine that all of the conditions have been satisfied and will meet the expectations of the City Council. Keeping us informed through the design and development process will help avoid delays or late design changes to the project. A brief written update every quarter is an effective method of keeping this office informed of the progress of your project. Written documentation must be provided demonstrating that all conditions imposed by the City Council have been fully satisfied. Satisfaction of the conditions and written evidence substantiating satisfaction of the conditions are the sole responsibility of the petitioner.

Once the various conditions have been satisfied and any fees paid, the Council Bill vacating the right-of-way will be introduced to the City Council for passage. It is the expectation of the City Council that the conditions will be satisfied within one year from the date of the conceptual

Port of Seattle T-18 Conditions

7/20/98

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approval. If the conditions cannot be met within that time frame, please provide us with a written schedule and an expected completion date.

If you have any questions or concerns regarding the process or any of the conditions, please call me at 684-7564.

Sincerely,



Beverly Barnett

Street Vacation Supervisor

GVB

Seattle
Engineering Department

T.S
1995



John O. Okamoto, Director
Norman B. Rice, Mayor

RECEIVED
SEP 15 1995

Date: September 7, 1995
To: Transportation Committee Members
From: Beverly Barnett, SED

SW HARBOR PROGRAM
PORT OF SEATTLE

3166

SUBJECT: FINAL CONDITIONS FOR THE SOUTHWEST HARBOR PROJECT

The vacation petition for City View Street has been withdrawn. It is recommended that the remaining vacations shall be granted subject to the following conditions:

1. The design for the shoreline public access area and the approaches to the access area, shall be determined through a community process similar to the design process previously used by the Port. The final design shall reflect community priorities for the site as well as safety concerns. The final design shall reflect the DOC/Port MOU and addendum. The final design must be approved by SED and DCLU, prior to issuance of the building permits for the public access areas.
2. The 50 to 100-foot buffer along Harbor Avenue Southwest shown on DCLU Master Use Permit submittals for projects 9404118 and 9404124, portions of which are in City right-of-way and portions of which are on Port property, shall be fully developed by the Port as recommended in the FEIS (pages 4-39 to 4-41). This buffer shall extend east an average of 100 feet from a rebuilt Harbor Avenue Southwest curb line, and shall include a walkway, bike trail, plantings, and where possible without restricting the use of the industrial land to the east, an earthen berm and plantings. The goal is to provide visual and sound separation and screening for street-level pedestrians, traffic, and residences and businesses along Harbor Avenue Southwest. A buffer strip 50 feet wide to the south of Southwest Hanford Street shall be provided. Throughout this area adjacent to Harbor Avenue Southwest (approximately 2,100 linear feet), a berm with side slopes consistent with Department of Parks and Recreation criteria for maintenance shall be constructed, planted, and maintained as a park-like area.

This buffer area shall include approximately 2 acres of City right-of-way and 3.9 acres of Port property. Final design

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Transportation Committee
September 7, 1995
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approval by SED and DCLU shall be required prior to issuance of the building permit for the Harbor Avenue Southwest improvements. Development of the buffer areas shall be complete prior to the date operations commence at the expanded Terminal-5. The buffer width shall be maximized to the extent feasible and as design proceeds the buffer should be widened wherever possible.

3. The on-average, 35-foot wide strip on Port property along the north side of Southwest Spokane Street shown on DCLU Master Use Permit submittals for projects 9494118 and 9494124, and as described in the FEIS (page 4-41), shall be improved by the Port with a bike trail, walkways and plantings.

SED, and DCLU shall have final approval of the size, design and layout of the landscape strips along Southwest Spokane Street and Harbor Avenue SW. All improvements shall be complete no later than the date operations commence at the expanded Terminal-5.

4. The Port shall also provide the property and improvements for the bike corridor starting at West Marginal Way Southwest and Chelan Avenue, then south on the east side of West Marginal Way Southwest to West Marginal Place. The Port shall continue with the Aquatic Lands Enhancement Account (ALEA) design process for this and other portions of the bike trail. The design process shall address design elements and options such as the decision whether to have separated trails or a single multi-use path. All improvements shall be complete prior to the date operations commence at the expanded Terminal-5.
5. As required by the Duwamish Public Access Plan, a public access easement agreement shall be executed prior to issuance of the building permit for the public access and open space areas which shall ensure that the shoreline access area and the public trails and open space will remain forever open and available to the public.
6. The Port is responsible for providing and maintaining the improvements, amenities and landscaping on all of the open space areas. The Port shall demonstrate a continued commitment to design excellence by a design contract and construction budget that amply provides the means necessary to ensure the development of high quality public open space and shoreline access area.
7. The Port shall continue to work with the Design Commission. The Design Commission shall review the shoreline access and buffer/trail designs at the points of schematic design and design development. Final approval by the Design Commission

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is required prior to issuance of the building permit for these improvements.

8. The street trees along West Marginal Way Southwest will need to be moved during yard construction. The Port shall work with SED to relocate and transplant as many of the street trees as possible.
9. The Port shall ensure that no trucks queue on Southwest Spokane Street waiting to enter the APL facility. The Port shall require that APL allow the security guard to let trucks through the security gate and onto the yard, or devise some other means to ensure there is no back up of trucks onto Southwest Spokane Street.
10. The Port shall continue to work with Police, Fire, SED and the Coast Guard on an emergency communication protocol and train movement advisory system. Such protocol shall be in place before the date expanded terminal operations commence.
11. The utility issues shall be resolved to the full satisfaction of the affected utility prior to final street vacation approval. This may include easements, restrictive covenants, relocation agreements, or Port acquisition of the facilities. The affected utilities include:
 - Metro has facilities in West Marginal Way Southwest and some of the other rights-of-way,
 - US West has facilities in most of the rights-of-way,
 - City Light will require easements and the relocation of facilities,
 - Washington Natural Gas may require easements,
 - The Drainage & Wastewater Utility has both sewage and drainage facilities in the rights-of-way, in addition, provision will need to be made for drainage from Harbor Avenue Southwest, and
 - The Water Department has significant facilities which will need to be relocated.
12. The Port shall continue to work with the City and Metro to coordinate public notification of construction detour routes, the Port shall pay its proportionate costs of the public notice. In addition, the Port shall be responsible for any additional costs of detour routes due to the street vacations. SED shall consider the impacts of the detour routes on the

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broader West Seattle community and shall consider the need for additional traffic control devices on Southwest Genesee Street.

The Port shall make every effort to keep Marginal Way Southwest open as long as is feasible. The Port shall make a particular effort to keep Marginal Way Southwest open until the completion of the replacement of the bridge labeled Bridge "A".

As an additional recommendation:

13. SED and the Port shall explore the feasibility of creating a pedestrian-only path at the north end of the site from the end of the currently proposed public access to the West Waterway. The path must not negatively impact the environmental and habitat restoration area and must be approved by DNR. In addition, the path must not have negative impacts on the operation of the adjacent facility. SED shall work with DNR, the Muckleshoot Indian Tribe and the Port, and shall present a recommendation on the feasibility of the path to the City Council as soon as practicable.
14. The Port of Seattle shall construct at its own expense an overpass from the Spokane Street Low Level Bridge for truck traffic to enter and exit the terminal. All container terminal traffic originating from or traveling to anywhere on the Southwest Harbor Project site, whether leased to APL or another container terminal tenant, shall use the overpass and/or Southwest Spokane Street, rather than Harbor Avenue Southwest.

The Port of Seattle shall maintain in the Southwest Harbor project design the current 24-foot wide gravel road on the perimeter of the proposed intermodal storage yard. Maintaining this feature allows for the future option of servicing all the properties within the Southwest Harbor Project site with a private industrial perimeter road with access from Southwest Spokane Street, rather than Harbor Avenue Southwest.

If the parcels known as the CEM property and the "lease option" area, within the Southwest Harbor site, are proposed for future development with a use other than a container terminal and/or leases are exercised for use other than a container terminal, and if warranted by a traffic impact study for such a use, the Port of Seattle shall fund and construct all the improvements necessary to make the road comply with applicable standards set forth in the City of Seattle Land Use Code and be feasible as a private industrial perimeter road,

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from which all uses on the CEM property and the "lease option" area can be accessed. This private industrial road shall be the only access to the above described properties.

The traffic impact study shall be performed by a third party jointly selected by the Port and community representatives such as Greater Harbor 2000 representatives, and the study shall incorporate the results of the traffic monitoring program in its analysis.

15. The Port of Seattle shall implement a traffic monitoring program to assess the level of service for morning and afternoon daily peak traffic periods at the following intersections:
 1. Harbor Ave SW/SW Spokane Street
 2. West Seattle Freeway/SW Spokane Street/Chelan Avenue SW
 3. Chelan Avenue SW/West Marginal Way SW/SW Spokane Street/Delridge Way SW.

The traffic monitoring shall compare levels of service at these intersections with analysis as presented in the Addendum to the Final Southwest Harbor Project EIS. The monitoring shall be conducted daily for a one week period every three months, for the first two years of terminal operations, and then for one week every six months until the terminal is operating at full capacity. The monitoring shall continue at six month intervals for an additional two years after attaining full capacity.

If the monitoring at any time shows that the level of service presented in the EIS is exceeded as a result of terminal operations, then the Port of Seattle and The City of Seattle Engineering Department, shall consult with the community representatives such as Greater Harbor 2000. The City shall determine the appropriate mitigation action based on City standards (such as establishing community improvement funds, street improvements, etc.), which the Port shall fund and implement.

16. Operation conditions at the terminal, including noise, light and glare, and transportation, will be imposed by DCLU as part of the SEPA review. Future monitoring of these conditions shall be the responsibility of DCLU. Conditions will be written to ensure that mitigation for these operational impacts shall occur in the future.
17. In planning and constructing the hike trail and other improvements along Spokane Street and Harbor Avenue Southwest, the Seattle Engineering Department shall consider the impacts

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of the trail development on the existing businesses. The Seattle Engineering Department shall strive to achieve a balance between the planned amenities, the existing businesses and future plans for the area.

18. In addition to SEPA conditions, the project shall comply with other applicable City regulations, including but not limited to, Seattle Municipal Code (SMC) 11.66 on Railroad Operations. As provided in SMC 11.66.080 (A) No person who is responsible for the operation of any railroad train or car which is engaged in switching shall direct the operation of or operate the same in such a manner as to prevent or interfere with the use of any street or alley for purposes of travel, or impede property access, for a period of time longer than four (4) consecutive minutes.

As provided in 11.66.080 (B) A time interval between successive switching operations shall be provided if the initial switching operation prevents or interferes with the use of the street or alley for purposes of travel or property access, in order to allow waiting traffic to proceed, provided that the time interval between successive switching operations need not exceed two (2) consecutive minutes.

SKD Lab
09/15/95
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RESOLUTION 29194

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3 A RESOLUTION identifying the need for the City of Seattle, the
4 King County Department of Metropolitan Services, and the Port
5 of Seattle to work closely together to minimize the
6 cumulative impacts of the various public works projects
7 proposed to be constructed in the West Seattle area.

8 WHEREAS, the City of Seattle, the King County Department of
9 Metropolitan Services, and the Port of Seattle are each
10 undertaking large-scale capital projects or improvements
11 within the same area of West Seattle, and

12 WHEREAS, it is acknowledged that these projects will provide
13 significant benefits to the people of West Seattle, it should
14 also be acknowledged there is the potential for concurrent
15 developments to impose an unnecessary burden on the West
16 Seattle community, and

17 WHEREAS, these capital projects and improvements would benefit
18 from interagency coordination to minimize adverse impacts on
19 citizens, property owners, and businesses in West Seattle,
20 and to effectively utilize public funds by coordinating the
21 public notice and planning efforts, and

22 WHEREAS, the City of Seattle, the King County Department of
23 Metropolitan Services, and the Port of Seattle have agreed to
24 cooperate in construction coordination, including scheduling
25 of project construction, setting up traffic control devices
26 and detour routes, preparing and distributing public
27 information, conducting regular construction clean-up, and
28 ensuring public access to citizens, property owners, and
29 businesses;

30 NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
31 SEATTLE, MAYOR CONCURRING, THAT:

32 The City of Seattle, through the Department of Neighborhoods and
33 the Engineering Department, is directed to work with the King
34 County Department of Metropolitan Services and the Port of Seattle
35 on methods to achieve a coordinated construction schedule and
36 public notification process. The methods utilized should include,
37 but not be limited to the following activities:

- 38 1. The public agencies shall coordinate and consult with one
39 another in the scheduling of projects in order to effectively
40 and efficiently use public funds.
- 41 2. The public agencies shall develop traffic detour routes and
42 traffic control measures as needed to reduce adverse impacts
43 on citizens, property owners, and businesses in or near the
44 area of construction activity.
- 45 3. The public agencies shall coordinate in the preparation of
46 media materials to inform the public at large of
47 construction-related impacts, including:
 - 48 • Individual agency newsletters and flyers with cross
49 references to other agency projects;
 - 50 • Coordinated telephone hotlines by the Port and Metro;
 - 51 • Jointly submitted public service announcements in the
52 West Seattle Herald; and

SED:bab
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btkoast@rc.ro

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*Regularly published and updated schedule of all agency meetings regarding projects in the area.

ADOPTED by the City Council the _____ day of _____, 19____, and signed by me in open session in authentication of its adoption this _____ day of _____, 19 ____.

President.....of the City Council

Filed by me this _____ day of _____ 19____.

City Clerk.

THE MAYOR CONCURRING:

NORMAN B. RICE, MAYOR

(Seal)

btkoast@rc.ro

RESOLUTION 29195

A RESOLUTION relating to intergovernmental relations between The City of Seattle and the Port of Seattle, calling for a like resolution from the Port of Seattle Commission signifying its willingness to enter into negotiations to amend or modify the Port-City agreement, entered into in connection with the Port's Central Waterfront Project and authorized by Ordinance 114876, and the Public Access Plan for the Duwamish Waterway, adopted by the City by Resolution 27127 and by the Port by Resolution 2949.

WHEREAS, on December 27, 1989 the Port of Seattle and The City of Seattle entered into an agreement ("Central Waterfront Agreement") relating to the vacation of portions of certain downtown streets, to enable the Port to proceed with its Central Waterfront Project; and

WHEREAS, the Central Waterfront Agreement contains a term by which the City agreed that any future street vacations granted to the Port would be at no cost to the Port (except administrative costs) and would not include any payment based on the fair market value of the area vacated; and

WHEREAS, the City is in the process of completing the vacation of approximately 14.52 acres of street area, the fair market value of which is conservatively estimated to be \$ 6.5 million, to enable the Port to proceed with the development of its Southwest Harbor Project, which project includes substantial mitigation of its impacts together with public use improvements, but for which no street vacation fees except administrative costs have been required; and

WHEREAS, the City Council believes that the Central Waterfront Agreement, which has no term prescribing its length, or duration, has been in effect for a reasonable time, that the purposes of the agreement have been fulfilled, and that the Port has received the benefit of its bargain; and

WHEREAS, in 1985 the Port and the City completed a joint planning effort which culminated in the adoption of the Comprehensive Public Access Plan for the Duwamish Waterway ("Duwamish Plan"), and;

WHEREAS, circumstances have changed over the ten years since the Duwamish Plan's adoption, with some of the development proposed in the Plan having been accomplished, and some now appearing to be rendered obsolete by a more rapid shift to containerization than was expected; and

WHEREAS, the Port is contemplating substantial redevelopment of Harbor Island in a manner that appears to be substantially different from that envisioned in the 1985 Plan, and which will require the vacation of more street area than was contemplated by the City and the Port, either in the Duwamish Plan or the Central Waterfront Agreement; and

WHEREAS, the Harbor Island redevelopment process would benefit

from a comprehensive, joint planning process similar to that engaged in for the Duwamish Plan; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE:

The City Council calls on the Port of Seattle Commission to adopt a resolution directing Port staff to meet and confer with City staff for the purpose of identifying amendments and modifications to the Central Waterfront Agreement and the Duwamish Plan, in order to plan for orderly and rational development of Harbor Island and the vacation of any streets thereon.

The City Council further calls on the Mayor of Seattle to direct City staff to meet and confer with Port staff for the same purpose.

ADOPTED by the City Council of the City of Seattle this _____ day of _____, 1995, and signed by me in open session in authentication of its adoption this _____ day of _____, 1995.

President of the City Council

Filed by me this _____ day of _____, 1995.

City Clerk

Interlocal agreement
(Ver. II)

ORDINANCE

AN ORDINANCE authorizing the Mayor to execute an interlocal agreement with the Port of Seattle regarding a fund for public improvements in West Seattle.

WHEREAS, the City, the Port, and citizens of West Seattle have participated in the planning of public improvements in the area extending from Duwamish Head to the vicinity of Kellogg Island (the "Duwamish Corridor"), and

WHEREAS, the planning efforts have resulted in a framework plan for future improvements and development in the Duwamish corridor; and

WHEREAS, the City, the Port, and the citizens are interested in pursuing the planning efforts in the Duwamish corridor, particularly in potential development of Pier 1 and adjacent properties, and

WHEREAS, the next step in the planning process is a feasibility study of specific site development opportunities, along with a financial and business analysis; and

WHEREAS, additional funding sources for this feasibility study and implementation measures have not yet been identified; and

WHEREAS, RCW 39.34 provides authority for municipal corporations to enter into interlocal agreements, including the funding of joint projects; NOW, THEREFORE

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute on behalf of the City an agreement with the Port of Seattle substantially in the form of the Agreement Between the Port of Seattle and The City of Seattle Regarding a Fund for Public Improvements in West Seattle attached hereto as Exhibit A.

Section 2. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04:020.

Interlocal agreement
(Var. 1)

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Passed by the City Council the _____ day of _____, 1995, and signed by me in open session in authentication of its passage this _____ day of _____, 1995.

President _____ of the City Council

Approved by me this _____ day of _____, 1995.

Mayor

Filed by me this _____ day of _____, 1995.

City Clerk

(Seal)

One of Two Originals

Date: _____

AGREEMENT BETWEEN THE PORT OF SEATTLE AND CITY OF SEATTLE
REGARDING A FUND FOR PUBLIC IMPROVEMENTS IN WEST SEATTLE

RECITALS

WHEREAS, the Port, City, and the citizens of West Seattle have participated in the planning of public improvements extending from the Duwamish Head to the vicinity of Kellogg Island (hereinafter referred to as the "Duwamish Corridor"); and

WHEREAS, this cooperative planning for the Duwamish Corridor was made possible through a funding award from the Aquatic Lands Enhancement Account, and by funding contributions from the Port of Seattle, and

WHEREAS, the planning efforts to date have resulted in publication of a framework plan for future improvements and development in the Duwamish Corridor, and

WHEREAS, all parties are interested in pursuing the planning efforts, particularly in the near term for the Pier 1 and adjacent properties, and

WHEREAS, the next step in the planning effort is a feasibility study of specific site development opportunities, along with a financial and business analysis, and

WHEREAS, additional funding sources for this feasibility study and implementation measures have not yet been identified, and

WHEREAS, RCW 39.34 provides authority for municipal corporations to enter into interlocal agreements, including the funding of joint projects;

NOW, THEREFORE, the Port of Seattle and the City of Seattle agree as follows:

AGREEMENTS

SECTION 1: PARTIES AND MUTUAL CONSIDERATION.

1.a. The parties to this Agreement are the City of Seattle, a municipal corporation (hereinafter referred to as "City"), and the Port of Seattle, a municipal corporation (hereinafter referred to as "Port"). The Port is a major property owner holding property

along the Duwamish Corridor.

1.b. The parties acknowledge that they have mutual interests in the planning and development of public improvements in the Duwamish Corridor, and that this Agreement is entered into to address those interests in a mutually beneficial way. The parties covenant to perform such acts as may be called for by this Agreement, and to be held contractually responsible for such acts.

SECTION 2: FUNDING AND RESPONSIBILITIES

2.a. Within 30 days of the effective date of this Agreement, the Port shall pay the City the sum of \$300,000 for planning and public improvements in the Duwamish Corridor, as described herein.

2.b. The aforesaid payment by the Port shall be established by the City as a separate fund, administered by the City's Department of Neighborhoods or other appropriate City department as designated by the City, for expenditure through a City-community process to be established by the City.

2.c. The City department designated pursuant to subsection 2.b above shall be the administrator of the fund and shall be responsible for monitoring expenditures from the fund, establishing budgets for use of fund monies, and making available as public records appropriate documentation which provides an accounting for expenditures from the fund.

2.d. The planning and feasibility study for Pier 1, Pier 2 and other properties adjacent to Pier 1 shall encompass the following elements:

- The project management team shall be comprised of community representatives such as Greater Harbor 2000, Port, City of Seattle, Trust for Public Land, other property owners within the study area, and other community organizations with an expressed interest in participating in the project, such as, Open Space advocates, and Labor and Industries Council.
- The project management team shall develop a work plan, timeline, and budget for the study, and present it to the City Council for review no later than 45 days after the project management team has been assembled.
- The City shall lead the public involvement and design review elements of the process, in consultation with the project management team.
- The geographic area of consideration could include other Harbor Avenue properties if the proposed development is consistent with existing zoning.

- The feasibility study shall include the evaluation of an open space alternative in addition to commercial/industrial/transportation alternative[s]. The feasibility analysis for each development alternative shall include a discussion of land use and policy implications including compatibility with the Comprehensive Plan and other relevant policies, in addition to design studies, business and financial plans, investment feasibility analysis, environmental assessment, community benefits evaluation, and final assessment report.
- The final report, as described above, shall be completed within 6 to 9 months from the date the project management team was convened. The final report shall be presented to the City Council for review.
- It is anticipated that no more than \$80,000 will be necessary to complete the study. The remaining money provided by the Port shall be set aside in a trust fund. The project management team shall identify an appropriate trust fund for the money. The trust fund money shall be available for: property acquisition at Pier 1; public aspects of development on or near Pier 1; or open space acquisition or improvements in the project area as determined through the community-public process.
- The study of options for Pier 1 and Pier 2 shall not result in a net loss of open space or shoreline access associated with the Southwest Harbor Project.
- The individual jurisdictions will assess the vision which results from the planning process and determine an appropriate level of commitment. The City agrees to consider Comprehensive Plan amendments which may be necessary to achieve the resulting vision.

2.e. If the results of the feasibility study are positive and there is a consensus to proceed with a particular redevelopment plan for Pier 1, then the fund shall be used for schematic design drawings and necessary permits and approvals from the City or other appropriate agencies, to pursue implementation of that redevelopment plan. Nothing contained within this Agreement shall be construed as an advance City decision on the redevelopment of Pier 1, and the City retains its full authority to review and decide on such a proposal under applicable policies, laws, and regulations at the time at which it is presented to the City for action.

2.f. If agreement is reached among the Port, City, and Community about a development on Pier 1 and Pier 2, the Port will support the land use changes and cooperate in getting the support of other governmental agencies necessary to enable the proposal to move forward; and will cooperate with the City in implementing the

proposed development.

2.g. The City reserves the right to have final design review authority over the project.

2.h. If the results of the feasibility study are not positive or a consensus is lacking to proceed with a particular redevelopment plan for Pier 1, then the fund shall be used for such other public improvements in the project area as may be determined by the City using a public review process.

SECTION 3: MISCELLANEOUS PROVISIONS

3.a. The provisions of this Agreement are not intended to and do not amend other City or Port ordinances, resolutions, or policies.

3.b. The Port and the City may adopt additional ordinances, resolutions, or policies affecting the Duwamish Corridor which are not inconsistent with the terms of this Agreement.

3.c. This Agreement may be amended by the express written agreement of both the Port and the City. The agreement of the Port and the City to amend this Agreement shall be pursuant to legislative action by each.

SECTION 4: EFFECTIVE DATE, DURATION, AND TERMINATION

4.a. This Agreement shall become effective on the date of its execution by both parties. The Mayor and the Port Executive Director shall execute the Agreement pursuant to authorization by the legislative bodies of the two jurisdictions.

4.b. This Agreement shall remain in effect until one of the following events occurs: 1) the City fully expends the improvements fund pursuant to this Agreement, or 2) Five years elapse from the date of this Agreement.

4.c. This Agreement may be terminated by agreement of both of the parties if no public improvements are identified for funding as a result of the public review process described in subsection 2.e above.

PORT OF SEATTLE

By

Port Executive Director

APPROVED AS TO FORM:

By

Port General Counsel

CITY OF SEATTLE

By Mayor

APPROVED AS TO FORM:

By Assistant City Attorney