

ORDINANCE No. 119508

COUNCIL BILL No. 111632

Local Department

INDEXED

The City of Seattle - Leg

REPORT OF COM

AN ORDINANCE authorizing the Mayor to enter into an interlocal agreement with the Port of Seattle relating to the Southwest Harbor Project, fire service, and drainage fee credits, establishing criteria for drainage fee credits for in-kind services of public agencies, authorizing the transfer of drainage and wastewater facilities to the Port, and accepting funds from the Port to aid neighborhood planning.

OK

Honorable President:

Your Committee on _____

to which was referred the within Council Bill No. _____ report that we have considered the same and respectfully re

BBUD Committee

2/24/97 Held 1 week meeting

Full Council vote 7-

COMPTROLLER FILE No. _____

Introduced: FEB 18 1997	By: DRAGG
Referred: FEB 18 1997	To: Business, Economic & Community Development Committee
Referred:	To:
Referred:	To:
Reported: MAR 3 1997	Second Reading: MAR 3 1997
Third Reading: MAR 3 1997	Signed: MAR 3 1997
Presented to Mayor: MAR 4 1997	Approved: MAR 10 1997
Returned to City Clerk: MAR 11 1997	Published: <i>Full Reg.</i>
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

1997

Jan 21

Committee

Leg Department

INDEXED

The City of Seattle--Legislative Department

Date Reported
and Adopted

REPORT OF COMMITTEE

Honorable President:

Your Committee on _____

to which was referred the within Council Bill No. _____
report that we have considered the same and respectfully recommend that the same:

BECD Committee No papers 1-0

2/24/97 Held 1 week motion by ~~Chong~~ ^{pasler}

Full Council vote 7-2 Chong, Noland



Lax

Committee Chair

ORDINANCE 118508

AN ORDINANCE authorizing the Mayor to enter into an interlocal agreement with the Port of Seattle relating to the Southwest Harbor Project, fire service, and drainage fee credits, establishing criteria for drainage fee credits for in-kind services of public agencies, authorizing the transfer of drainage and wastewater facilities to the Port, and accepting funds from the Port to aid neighborhood planning.

WHEREAS, the City of Seattle and the Port of Seattle cooperate to provide important services to the community; and

WHEREAS, the Port of Seattle's Southwest Harbor Project will enlarge a major marine terminal, providing significant economic and environmental benefits to the region, and necessitating settlement of issues regarding the old West Seattle landfill, improvements to Harbor Avenue Southwest, and the replacement and transfer of certain drainage and wastewater facilities; and

WHEREAS, the City Council has determined that the drainage and wastewater facilities to be transferred to the Port are surplus to the City's needs; and

WHEREAS, the City supports the Port's efforts to establish regular cruise ship service in Seattle, and the Port has agreed to help pay for additional fireboat protection if that occurs; and

WHEREAS, the Port and other public agencies provide water quality services on stormwater runoff from its facilities that may warrant a credit for in-kind services pursuant to RCW 35.67.025 and 35.92.021 on their drainage fees;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to sign an interlocal agreement with the Port of Seattle, substantially as contained in Attachment A to this ordinance, and to take the steps necessary to implement it.

Section 2. The Mayor is authorized to transfer the City of Seattle drainage and wastewater facilities identified in the agreement to the Port of Seattle in consideration of mutual and offsetting benefits.

Section 3. The following criteria are hereby established for credit to public agencies for in-kind stormwater pollution prevention or clean-up services pursuant to RCW 35.67.025 and 35.92.021 on their drainage fees:

- The property owner must be a public entity.
- An interlocal agreement between the City and the public entity must spell out the terms and conditions of the credit, including the maximum allowable annual credit, which shall not exceed fifty percent of the drainage fee.
- The credit must be for services that are agreed to in writing by the City.
- The service must provide a water-quality benefit. This could include sediment and habitat improvements or water quality research. The service could include activities or programs or construction of water-quality facilities.

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- The service must be provided in an area tributary to a water body where the City has drainage discharges. The intent is to save the City money by reducing contamination in an area that could lead to a City liability.
- The service must reduce the City's costs by doing something that might otherwise be done by the City. Construction of drainage facilities to drain private land are the property owner's responsibility and would not be eligible.
- The service must be for work that is above and beyond that required by current regulations. An example might be the creation of wetlands on a Port development, the creation not required by the Shoreline Management Act. Credit will not be given, for example, for constructing facilities needed to comply with development requirements for new facilities.
- The credit must be for a significant investment. Amounts less than \$10,000 will not be considered sufficient to initiate an interlocal agreement.

Section 4. 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.

Passed by the City Council this 3 day of March, 1997, and signed by me in open session in authentication of its passage this 3 day of March, 1997.

Jan Drago
President of the City Council

Approved by me this 10 day of March, 1997.

Norman B. Rice
Norman B. Rice, Mayor

Filed by me this 11 day of March, 1997.

Jessie E. Pappas
City Clerk

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Attachment A

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SEATTLE AND THE PORT OF SEATTLE
January 17, 1997**

The City of Seattle ("the City") and the Port of Seattle ("the Port") seek to further intergovernmental cooperation and coordination in the provision of public benefits. This Interlocal Agreement ("Agreement") shall govern the parties' rights and duties in regard to the subjects addressed herein.

1. Southwest Harbor project

- A. **Release and indemnity.** The Port agrees to release, defend and indemnify the City from and against all claims, damages, suits and costs of any kind whatsoever, past, present or future, known or unknown, related to the West Seattle Landfill ("the Landfill") and the construction of the Southwest Harbor Project ("SWHP"), including but not limited to costs of response or remediation potentially recoverable under the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Washington State Model Toxics Control Act, and any similar statute. However, the foregoing release and indemnity shall not apply to any claims based upon environmental remediation that is not currently contemplated and that is specifically designed to address groundwater contamination caused by the Landfill. In exchange for the foregoing release and indemnity, the City shall pay the Port \$400,000 within 30 days of executing this agreement.

The City enters into this Agreement in order to amicably resolve issues of mutual concern and to forward a project of importance. The City does not admit liability in relation to the Landfill, and nothing in this Agreement shall be construed as such. This Agreement shall not be admissible in any subsequent proceeding, except insofar as needed to establish a claim or defense arising out of the terms of this Agreement.

- B. **Capping in right-of-way.** Landfill materials exist in the Harbor Avenue SW right-of-way. To the extent such landfill materials exist east of the future location of the east curb of the redesigned Harbor Avenue SW, the Port shall cap such materials with the plastic geomembrane and the other features utilized by the Port in its remediation of the portion of the landfill on its property. The City will pay the Port for 50 percent of the incremental cost of the capping of this area, up to a maximum City contribution of \$110,000. The incremental cost does not include costs that the Port would have incurred if the area were not capped, including but not limited to clearing, cutting and filling, installation of drainage features at the

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cover boundary, etc. All areas east of the east curb of Harbor Avenue SW (e.g., the buffer, plantings, paths, etc.) shall be maintained by the Port of Seattle.

C. Cooperation in regard to the new storm drain and other refuse in the right of way. In exchange for the payment by the City to the Port of an additional \$375,000, which shall be paid upon the completion of the work described in this subsection C, the Port shall perform the following:

1. Construction of drain line. The Port will design and construct a storm drain at or near the east curb of the redesigned Harbor Avenue SW. This storm drain shall connect to the northern end of the storm drain built by Metro that is located in the vicinity of SW Hanford Street, and shall extend in a northerly direction to SW Florida Street, where it will connect with a line and outfall constructed by the Port independent of this Agreement. The storm drain shall be sized to accommodate runoff from both the east and west sides of Harbor Avenue SW, plus the runoff from the Port's Southwest Harbor Project. The storm drain shall be built to City specifications for work of this type, and shall be subject to review and approval by the City. Upon completion, the Port shall provide the City with a complete set of reproducible Mylar as-built drawings. The storm drain shall be owned and maintained by the City of Seattle. The Port and the City agree to split the City-imposed permit and inspection fees associated with the storm drain street-use permit. The City will pay the Port \$175,000, half of the estimated cost of the new storm drain.
2. Excavation along Harbor Avenue SW. In connection with the installation of the storm drain, the Port shall excavate all materials that exist between the existing east curb of Harbor Avenue SW and the future east curb, to a depth of 4 feet, unless additional excavation is required at greater depths for the installation of the storm drain. The Port shall not be required to install shoring unless such shoring is otherwise required for the installation of the storm drain. The Port and its contractor(s) shall employ usual caution in excavating near the City's curb and pavement, but shall not be liable for minor damage to them unless the Port or its contractor(s) are grossly negligent in the excavation. The City warrants that there are no City sewers or storm drains in the area to be excavated, but the Port or its contractor(s) shall use the "one-call system" to verify in advance whether other public or private utilities are present. If utilities are present, the City will require the owner to relocate or cap the utilities at utility expense to allow completion of this road project.

The Port shall place the excavated materials under the engineered geomembrane constructed as part of the remediation of the Landfill, provided the materials meet the waste acceptance criteria established for the Port's remediation of the landfill by the Washington Department of Ecology. The City will pay for the testing, transportation and disposal of all excavated

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materials that do not meet the waste acceptance criteria and must be disposed of off-site. All areas excavated by the Port pursuant to this subparagraph shall be backfilled and compacted to City specifications with clean structural fill (type 17 or equivalent) adequate to support a new road. The City agrees to cooperate with the Port to the extent necessary to obtain the approval of county or state regulators. The City will pay the Port \$200,000 for this work.

D. Transferring ownership of City sewer and drainage facilities. On September 11, 1995, the Seattle City Council voted to grant conceptual approval for the street vacations requested by the Port of Seattle for the Southwest Harbor Project according to the terms and conditions described in the letter marked Exhibit A, attached hereto and made a part of this Agreement. In connection with the Port's street vacation request, the City agrees to transfer to the Port, ownership of certain of the City's Drainage and Wastewater Utility facilities located within the right of way of the streets requested for vacation according to the conditions and obligations of the City and the Port as described below:

1. **City obligations.** The City will transfer to the Port ownership and associated easement rights for the sanitary sewer and drainage facilities, including the 26th Avenue SW lift station, highlighted on the attached plans, marked Exhibit B, attached hereto and by this reference made a part of this Agreement.

The City will contribute \$68,000 toward construction, by the Port, of a pump station and force main to be located along Harbor Avenue SW in the vicinity of SW Florida Street. The City, after approving construction, will assume ownership of the pump station and force main including all associated operation and maintenance responsibilities.

The City will allow the continued use of the SW Hinds Street Outfall by the Port for stormwater drainage from Port properties currently drained by that outfall.

The City will implement Best Management Practices for the Harbor Avenue SW stormwater that will discharge to the Pier 2 Outfall.

2. **Port obligations.** The Port will allow use of the Pier 2 Outfall for City storm drainage from Harbor Avenue SW.

The Port will design and construct a new 30-inch storm drain line, as approved by the City, that connects the storm drain system in Harbor Avenue SW with the Pier 2 Outfall.

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The Port will design and construct a new pump station and force main, as approved by the City, in the vicinity of the Harbor Avenue SW intersection with SW Florida Street.

The Port will implement Best Management Practices for Port property that drains into the City's Hinds Street Outfall, which shall include the use of catch-basin filters unless and until alternative Best Management Practices are approved and implemented.

The Port will release, defend, and indemnify the City from and against any claims, damages, suits, and costs of any kind (collectively, "Claims") relating to hazardous substances, if any, that flow out of the SW Florida Street outfall after the date of this Agreement, except to the extent such hazardous substances are present in the outfall discharge due to a direct action of the City (e.g., a spill from a City truck after the date of this Agreement). If the Port dredges the area in the vicinity of the SW Florida Street outfall for navigational or berthage purposes, such as due to a request by APL for a berth extension to the north of the current Terminal 5, the Port agrees to release and hold the City harmless for any Claims the Port may potentially have against the City for the recovery of the costs of dredging and disposal of the sediments removed or relocated for such navigational or berthage purposes.

2. Additional fire service required by possible homeporting of cruise lines

- A. The Port and the City will cooperate in exploring possible revenue sources to pay for an additional fire boat for the central waterfront.

- B. In the event a major cruise line establishes and enters into a contract with the Port to use Seattle as one of its home ports, the City in its discretion may determine that an additional fire boat is necessary. In that event, the Port will pay 50 percent of the cost of acquiring the boat (after subtracting from the cost any funds obtained from sources other than the City), up to a maximum Port contribution of \$500,000. The City will staff and operate the fire boat. After January 1, 2006, either party may terminate this section by notifying the other.

- C. The Mayor's Office will continue to be responsive and facilitate productive discussions between the Port and various City departments on issues of mutual concern; for example, special permits for occasional bunkering by repositioned cruise ships, review by DCLU of the Port's request for permitting of a passenger terminal at the Bell Street Pier (Pier 66), and issues that may involve the Fire Marshall. Nothing herein shall obligate the City to grant a future permit application or other request.

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Similarly, the Port will continue to work with the Fire Marshall on issues of safety concern to the City and the Port. This includes permit conditions and fees for occasional bunkering by repositioned cruise ships. The Port will also work with Fire and DCLU on conditions for permitting of a passenger terminal at the Bell Street Pier (Pier 66).

3. Credit to the Port on annual drainage fee for in-kind services

The Port owns land in Seattle and pays money to the City for drainage fees. At the same time, the Port performs a number of environmental services that help lower the City's costs. These services include water quality programs such as source control inspections of tenant properties, sediment remediation, research projects, and maintenance of separate NPDES stormwater permits for several Port facilities. It is the City's intent to credit the Port up to \$100,000 annually for in-kind services.

Commencing in 1997, the Port will invoice the City annually for up to \$100,000 and provide a description of the water quality services provided and the cost of such to the Port, substantially in the form attached as Exhibit C. The City will meet with the Port annually to review the programs to be carried out that year and to agree to the amount to be credited for work performed in the preceding year. The City will pay the Port one-half of the agreed-upon amount of credit on April 30 and the other half on October 31 of each year.

4. Accepting funds from the Port to aid neighborhood planning

The Port of Seattle will contribute \$12,000 to the City of Seattle's Ballard Interbay Northern Manufacturing and Industrial Center planning effort. The Port funds will be used to explore in greater depth issues related to the marine and fishing industries.

THE CITY OF SEATTLE

THE PORT OF SEATTLE

(Name)

(Name)

(Signature)

(Signature)

(Title)

(Title)

Date: _____

Date: _____

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LIST OF EXHIBITS:

- A. Final conditions for the Port of Seattle's Southwest Harbor Project, September 28, 1995 (seven-page memorandum from Beverly Barnett, SED)**
- B. Storm drain and sewer lines to be transferred from City Ownership to Port ownership (two color-coded maps)**
- C. Standard Water Quality Services drainage fee reimbursement credit letter**

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EXHIBIT 7

Date: September 28, 1995

To: All Interested Persons

From: Beverly Barnett, SED

SUBJECT: FINAL CONDITIONS FOR THE PORT OF SEATTLE'S SOUTHWEST
HARBOR PROJECT
C.F. 300283

On September 11, 1995, the Seattle City Council voted to grant conceptual approval to the vacations requested by the Port of Seattle for the Southwest Harbor Project. The streets to be vacated are:

- West Marginal Way Southwest, south of Southwest Florida Street to the northerly margin of Southwest Hinds Street;
- Southwest Florida Street, east of Harbor Avenue Southwest;
- 26th Avenue Southwest, from Southwest Spokane Street to West Marginal Way Southwest;
- 29th Avenue Southwest, that remaining portion east of Harbor Avenue Southwest; and
- Alley, between Southwest Spokane Street and West Marginal Way Southwest.

The petition to vacate a portion of City View Street was withdrawn.

The vacations were granted subject to a number of conditions. All conditions imposed on the vacation must be fully satisfied before the final ordinance granting the vacations can be considered for passage.

The vacations are 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

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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 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.

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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 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.

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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 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

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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, 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/Deiridge Way SW.

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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 bike trail and other improvements along Spokane Street and Harbor Avenue Southwest, the Seattle Engineering Department shall consider the impacts 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

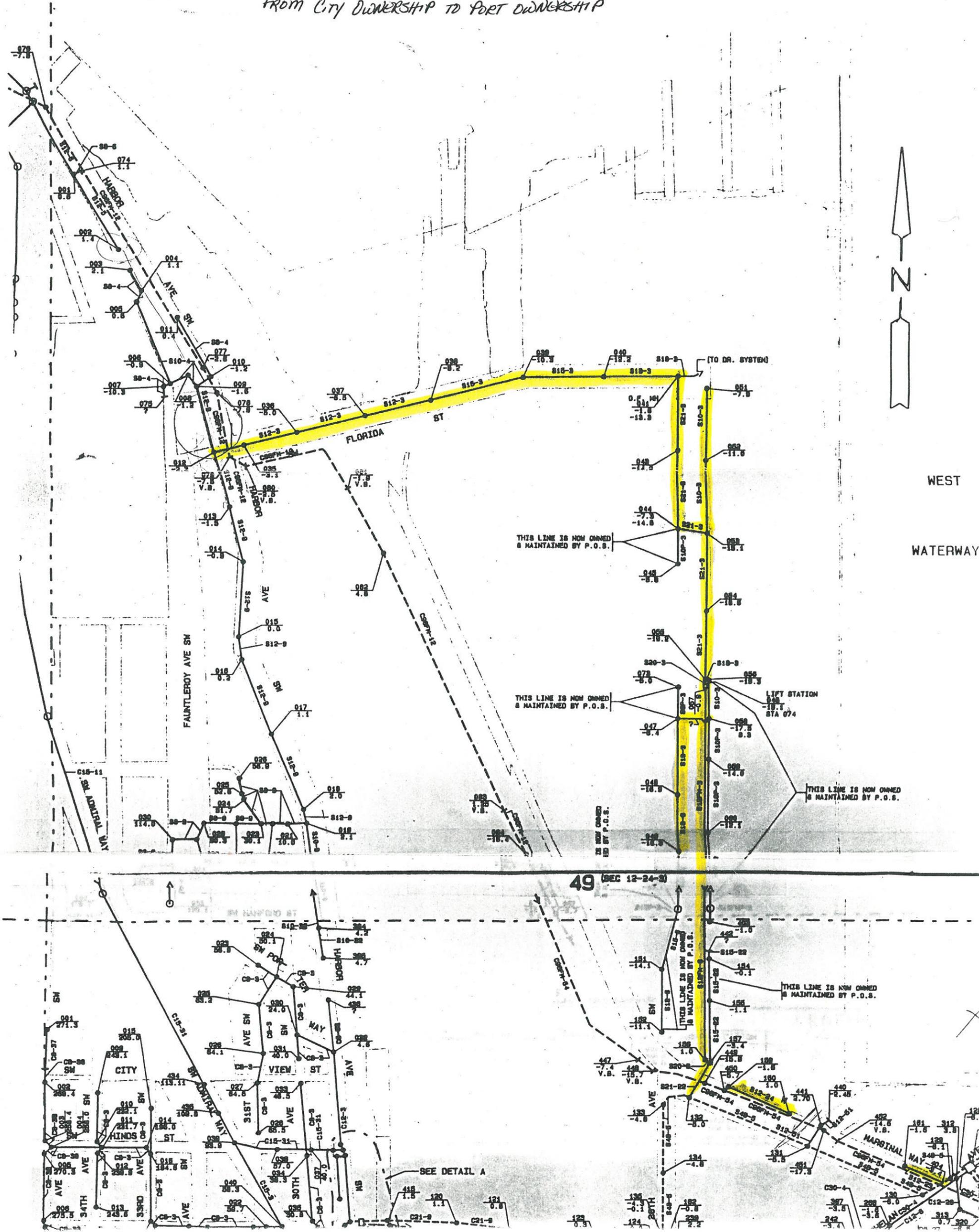
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access, in order to allow waiting traffic to proceed, provided that the time interval between successive switching operations need not exceed two (2) consecutive minutes.

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ELLIOTT BAY

SEWER LINES TO BE TRANSFERRED
FROM CITY OWNERSHIP TO PORT OWNERSHIP



WEST
WATERWAY

49 (DEC 12-24-8)

SEE DETAIL A

**INTERLOCAL AGREEMENT BETWEEN
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- B. **Capping in right-of-way.** Landfill materials exist in the Harbor Avenue SW right-of-way. To the extent such landfill materials exist east of the future location of the east curb of the redesigned Harbor Avenue SW, the Port shall cap such materials with the plastic geomembrane and the other features utilized by the Port in its remediation of the portion of the landfill on its property. The City will pay the Port for 50 percent of the incremental cost of the capping of this area, up to a maximum City contribution of \$110,000. The incremental cost does not include costs that the Port would have incurred if the area were not capped, including but not limited to clearing, cutting and filling, installation of drainage features at the

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cover boundary, etc. All areas east of the east curb of Harbor Avenue SW (e.g., the buffer, plantings, paths, etc.) shall be maintained by the Port of Seattle.

C. Cooperation in regard to the new storm drain and other refuse in the right of way. In exchange for the payment by the City to the Port of an additional \$375,000, which shall be paid upon the completion of the work described in this subsection C, the Port shall perform the following:

1. Construction of drain line. The Port will design and construct a storm drain at or near the east curb of the redesigned Harbor Avenue SW. This storm drain shall connect to the northern end of the storm drain built by Metro that is located in the vicinity of SW Hanford Street, and shall extend in a northerly direction to SW Florida Street, where it will connect with a line and outfall constructed by the Port independent of this Agreement. The storm drain shall be sized to accommodate runoff from both the east and west sides of Harbor Avenue SW, plus the runoff from the Port's Southwest Harbor Project. The storm drain shall be built to City specifications for work of this type, and shall be subject to review and approval by the City. Upon completion, the Port shall provide the City with a complete set of reproducible Mylar as-built drawings. The storm drain shall be owned and maintained by the City of Seattle. The Port and the City agree to split the City-imposed permit and inspection fees associated with the storm drain street-use permit. The City will pay the Port \$175,000, half of the estimated cost of the new storm drain.
2. Excavation along Harbor Avenue SW. In connection with the installation of the storm drain, the Port shall excavate all materials that exist between the existing east curb of Harbor Avenue SW and the future east curb, to a depth of 4 feet, unless additional excavation is required at greater depths for the installation of the storm drain. The Port shall not be required to install shoring unless such shoring is otherwise required for the installation of the storm drain. The Port and its contractor(s) shall employ usual caution in excavating near the City's curb and pavement, but shall not be liable for minor damage to them unless the Port or its contractor(s) are grossly negligent in the excavation. The City warrants that there are no City sewers or storm drains in the area to be excavated, but the Port or its contractor(s) shall use the "one-call system" to verify in advance whether other public or private utilities are present. If utilities are present, the City will require the owner to relocate or cap the utilities at utility expense to allow completion of this road project.

The Port shall place the excavated materials under the engineered geomembrane constructed as part of the remediation of the Landfill, provided the materials meet the waste acceptance criteria established for the Port's remediation of the landfill by the Washington Department of Ecology. The City will pay for the testing, transportation and disposal of all excavated

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materials that do not meet the waste acceptance criteria and must be disposed of off-site. All areas excavated by the Port pursuant to this subparagraph shall be backfilled and compacted to City specifications with clean structural fill (type 17 or equivalent) adequate to support a new road. The City agrees to cooperate with the Port to the extent necessary to obtain the approval of county or state regulators. The City will pay the Port \$200,000 for this work.

D. Transferring ownership of City sewer and drainage facilities. On September 11, 1995, the Seattle City Council voted to grant conceptual approval for the street vacations requested by the Port of Seattle for the Southwest Harbor Project according to the terms and conditions described in the letter marked Exhibit A, attached hereto and made a part of this Agreement. In connection with the Port's street vacation request, the City agrees to transfer to the Port, ownership of certain of the City's Drainage and Wastewater Utility facilities located within the right of way of the streets requested for vacation according to the conditions and obligations of the City and the Port as described below:

1. City obligations. The City will transfer to the Port ownership and associated easement rights for the sanitary sewer and drainage facilities, including the 26th Avenue SW lift station, highlighted on the attached plans, marked Exhibit B, attached hereto and by this reference made a part of this Agreement.

The City will contribute \$68,000 toward construction, by the Port, of a pump station and force main to be located along Harbor Avenue SW in the vicinity of SW Florida Street. The City, after approving construction, will assume ownership of the pump station and force main including all associated operation and maintenance responsibilities.

The City will allow the continued use of the SW Hinds Street Outfall by the Port for stormwater drainage from Port properties currently drained by that outfall.

The City will implement Best Management Practices for the Harbor Avenue SW stormwater that will discharge to the Pier 2 Outfall.

2. Port obligations. The Port will allow use of the Pier 2 Outfall for City storm drainage from Harbor Avenue SW.

The Port will design and construct a new 30-inch storm drain line, as approved by the City, that connects the storm drain system in Harbor Avenue SW with the Pier 2 Outfall.

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The Port will design and construct a new pump station and force main, as approved by the City, in the vicinity of the Harbor Avenue SW intersection with SW Florida Street.

The Port will implement Best Management Practices for Port property that drains into the City's Hinds Street Outfall, which shall include the use of catch-basin filters unless and until alternative Best Management Practices are approved and implemented.

The Port will release, defend, and indemnify the City from and against any claims, damages, suits, and costs of any kind (collectively, "Claims") relating to hazardous substances, if any, that flow out of the SW Florida Street outfall after the date of this Agreement, except to the extent such hazardous substances are present in the outfall discharge due to a direct action of the City (e.g., a spill from a City truck after the date of this Agreement). If the Port dredges the area in the vicinity of the SW Florida Street outfall for navigational or berthage purposes, such as due to a request by APL for a berth extension to the north of the current Terminal 5, the Port agrees to release and hold the City harmless for any Claims the Port may potentially have against the City for the recovery of the costs of dredging and disposal of the sediments removed or relocated for such navigational or berthage purposes.

2. Additional fire service required by possible homeporting of cruise lines

- A. The Port and the City will cooperate in exploring possible revenue sources to pay for an additional fire boat for the central waterfront.
- B. In the event a major cruise line establishes and enters into a contract with the Port to use Seattle as one of its home ports, the City in its discretion may determine that an additional fire boat is necessary. In that event, the Port will pay 50 percent of the cost of acquiring the boat (after subtracting from the cost any funds obtained from sources other than the City), up to a maximum Port contribution of \$500,000. The City will staff and operate the fire boat. After January 1, 2006, either party may terminate this section by notifying the other.
- C. The Mayor's Office will continue to be responsive and facilitate productive discussions between the Port and various City departments on issues of mutual concern; for example, special permits for occasional bunkering by repositioned cruise ships, review by DCLU of the Port's request for permitting of a passenger terminal at the Bell Street Pier (Pier 66), and issues that may involve the Fire Marshall. Nothing herein shall obligate the City to grant a future permit application or other request.

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Similarly, the Port will continue to work with the Fire Marshall on issues of safety concern to the City and the Port. This includes permit conditions and fees for occasional bunkering by repositioned cruise ships. The Port will also work with Fire and DCLU on conditions for permitting of a passenger terminal at the Bell Street Pier (Pier 66).

3. Credit to the Port on annual drainage fee for in-kind services

The Port owns land in Seattle and pays money to the City for drainage fees. At the same time, the Port performs a number of environmental services that help lower the City's costs. These services include water quality programs such as source control inspections of tenant properties, sediment remediation, research projects, and maintenance of separate NPDES stormwater permits for several Port facilities. It is the City's intent to credit the Port up to \$100,000 annually for in-kind services.

Commencing in 1997, the Port will invoice the City annually for up to \$100,000 and provide a description of the water quality services provided and the cost of such to the Port, substantially in the form attached as Exhibit C. The City will meet with the Port annually to review the programs to be carried out that year and to agree to the amount to be credited for work performed in the preceding year. The City will pay the Port one-half of the agreed-upon amount of credit on April 30 and the other half on October 31 of each year.

4. Accepting funds from the Port to aid neighborhood planning

The Port of Seattle will contribute \$12,000 to the City of Seattle's Ballard Interbay Northend Manufacturing and Industrial Center planning effort. The Port funds will be used to explore in greater depth issues related to the marine and fishing industries.

THE CITY OF SEATTLE

Norman B. Rice
(Name) Norman B. Rice
Norman B. Rice
(Signature)

Mayor, City of Seattle
(Title)

Date: March 19, 1997

THE PORT OF SEATTLE

M. R. DINSMORE
(Name)
M. R. Dinsmore
(Signature)

EXECUTIVE DIRECTOR
(Title)

Date: 5-1-97

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LIST OF EXHIBITS:

- A. Final conditions for the Port of Seattle's Southwest Harbor Project, September 28, 1995 (seven-page memorandum from Beverly Barnett, SED)
- B. Storm drain and sewer lines to be transferred from City Ownership to Port ownership (two color-coded maps)
- C. Standard Water Quality Services drainage fee reimbursement credit letter

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EXHIBIT A

Date: September 28, 1995

To: All Interested Persons

From: Beverly Barnett, SED

SUBJECT: FINAL CONDITIONS FOR THE PORT OF SEATTLE'S SOUTHWEST
HARBOR PROJECT
C.F. 300283

On September 11, 1995, the Seattle City Council voted to grant conceptual approval to the vacations requested by the Port of Seattle for the Southwest Harbor Project. The streets to be vacated are:

- West Marginal Way Southwest, south of Southwest Florida Street to the northerly margin of Southwest Hinds Street;
- Southwest Florida Street, east of Harbor Avenue Southwest;
- 26th Avenue Southwest, from Southwest Spokane Street to West Marginal Way Southwest;
- 29th Avenue Southwest, that remaining portion east of Harbor Avenue Southwest; and
- Alley, between Southwest Spokane Street and West Marginal Way Southwest.

The petition to vacate a portion of City View Street was withdrawn.

The vacations were granted subject to a number of conditions. All conditions imposed on the vacation must be fully satisfied before the final ordinance granting the vacations can be considered for passage.

The vacations are 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

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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 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.

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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 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.

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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 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

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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, 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.

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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 bike trail and other improvements along Spokane Street and Harbor Avenue Southwest, the Seattle Engineering Department shall consider the impacts 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

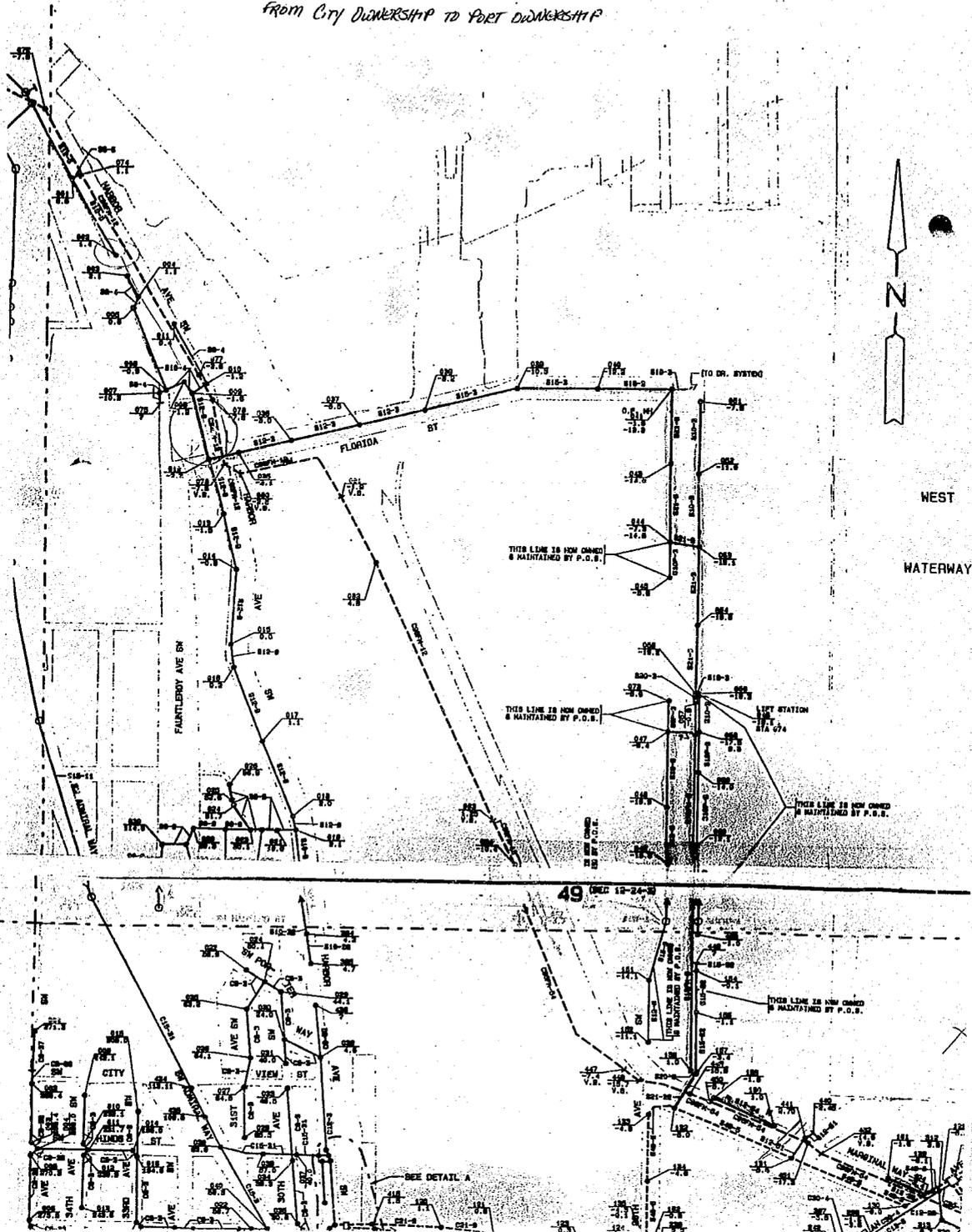
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access, in order to allow waiting traffic to proceed, provided that the time interval between successive switching operations need not exceed two (2) consecutive minutes.

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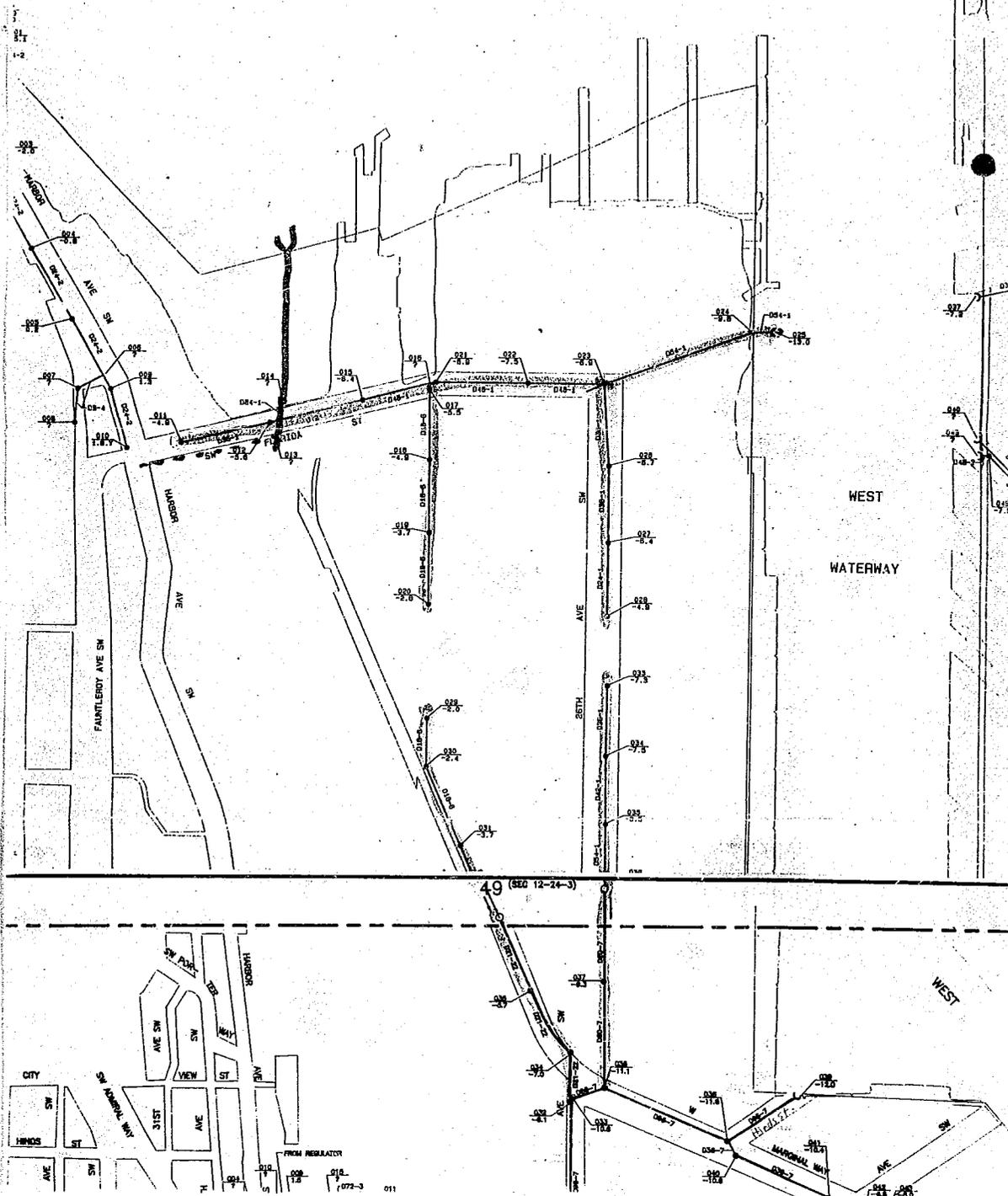
ELLIOTT BAY

SEWER LINES TO BE TRANSFERRED
FROM CITY OWNERSHIP TO PORT OWNERSHIP



ELLIOTT BAY

STORM SEWER LINES TO BE TRANSFERRED
FROM CITY OWNERSHIP TO PORT OWNERSHIP



Potential "Standard" letter

January 10, 1997

City of Seattle
600 Fourth Ave
Seattle, WA 98104-18

Dear

This letter certifies to the City of Seattle that the Port of Seattle has invested in storm drainage, infrastructure and other water quality improvements during 1996 in an amount exceeding \$100,000.

Operating Expenses:

NPDES audits for Surface Water Pollution Prevention Plans	\$ 30,000
These audits ensure that permittees are following the specifics in their Surface Water Pollution Prevention Plans.	
Catch Basin Insert Study, SWHP	\$ 45,000
This intergovernmental study evaluated the effectiveness of various catch basin inserts as pollution prevention devices.	
Surface Water System Maintenance	\$ 25,000
Catch basin cleaning, etc. at Terminal 30, Terminal 37/46, Terminal 115, Fishermen's Terminal, and Shishole Bay Marina.	
Surface Water Specialist	\$ 10,000
This is one FTE added to our staff. They will provide erosion sediment control training to Port staff, and oversee construction and maintenance projects. This is a portion of time allocation.	
Subtotal	\$110,000
<u>Capital Costs (amortized straight line over 25 years)</u>	
Previous year's capital cost amortization	\$ 0
Construction of Surface Water Drainage System (\$203,000 total)	\$ 8,120
This is the GATX property at which there was previously no drainage system.	
Subtotal	\$ 8,120
<u>TOTAL ANNUAL COSTS</u>	\$118,120

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As fulfillment to our agreement dated November , 1996 please issue a reimbursable check in the amount of \$100,000. Any questions can be directed to David Aggerholm, Manager Health, Safety & Environmental Management, at 728-3190.

Sincerely,

Mic Dinsmore
Executive Director

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City of Seattle

Norman B. Rice, Mayor

Executive Department - Office of Intergovernmental Relations

Thomas M. Tierney, Jr., Director

June 26, 1997

To: Judith Pippin, City Clerk

From: Theresa Fujiwara, OIR

Subject: Interlocal Agreement between City of Seattle and Port of Seattle

I understand that the final document needs to be sent to you for official filing. Enclosed is the signed interlocal agreement which is referenced as a part of Ordinance number 118508 passed by the City Council on March 3, 1997.

The ordinance authorized the Mayor to enter into an interlocal agreement with the Port of Seattle relating to the Southwest Harbor Project, fire service, and drainage fee credits, establishing criteria for drainage fee credits for in-kind services of public agencies, authorizing the transfer of drainage and wastewater facilities to the Port, and accepting funds from the Port to aid neighborhood planning.

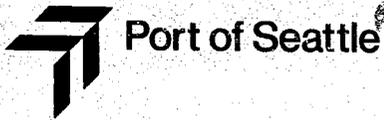
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CITY CLERK

600 Fourth Avenue, Room 210, Seattle, WA 98104-1826

Tel: (206) 684-8055, TDD (206) 684-8118, FAX: (206) 684-8267

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CERTIFICATION

I, Janice Marsters, Controller and Port Auditor, Port of Seattle, DO HEREBY CERTIFY that the attached resolution is a true and correct copy of Resolution No. 3244 of the Port Commission of the Port of Seattle, duly adopted at a regular meeting thereof held on April 22, 1997.

Dated: 4/29/97

Janice Marsters

Controller and Port Auditor,
Port of Seattle, Seattle, WA

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P.O. Box 1209
Seattle, WA 98111 U.S.A.
(206) 728-3000
TELEX 703433
FAX (206) 728-3252



RESOLUTION NO. 3244

A RESOLUTION of the Port Commission of the Port of Seattle authorizing the Executive Director to enter into an Interlocal Agreement with The City of Seattle concerning Southwest Harbor Project matters, homeporting of cruise lines and fireboat service, and credits towards drainage fees.

WHEREAS, the Port and The City of Seattle seek to further intergovernmental cooperation and coordination in the provision of public benefits; and

WHEREAS, in 1995, negotiations began to resolve several long-standing issues between the Port and The City of Seattle; and

WHEREAS, the parties have successfully negotiated three of those issues (Southwest Harbor Project matters; homeporting of cruise lines and fireboat service; and credits towards drainage fees); and

WHEREAS, the parties wish to memorialize the outcome of their negotiations by entering into an interlocal agreement.

NOW, THEREFORE, BE IT RESOLVED by the Port Commission of the Port of Seattle that:

Section 1. The Executive Director of the Port of Seattle is hereby authorized to execute and implement the Interlocal Agreement Between The City of Seattle and the Port of Seattle dated January 17, 1997, and attached hereto as Attachment "1" and by this reference incorporated herein.

Section 2. Port staff is authorized to take all necessary actions to fulfill the terms of the Interlocal Agreement, including contribution of \$12,000 to the City of Seattle's Ballard

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Interbay Northend Manufacturing and Industrial Center planning effort. Port funds will be used to explore in greater depth issues related to the marine and fishing industries.

ADOPTED by the Port Commission of the Port of Seattle at a regular meeting thereof, held this 22nd day of April, 1997, and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the seal of the Commission.

PAIGE MILLER

PATRICIA DAVIS

PAUL SCHELL

Port Commission

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ORDINANCE _____

1 AN ORDINANCE authorizing the Mayor to enter into an interlocal agreement with the
2 Port of Seattle relating to the Southwest Harbor Project, fire service, and drainage fee
3 credits, establishing criteria for drainage fee credits for in-kind services of public
4 agencies, authorizing the transfer of drainage and wastewater facilities to the Port, and
5 accepting funds from the Port to aid neighborhood planning.

6 WHEREAS, the City of Seattle and the Port of Seattle cooperate to provide important
7 services to the community; and

8 WHEREAS, the Port of Seattle's Southwest Harbor Project will enlarge a major
9 marine terminal, providing significant economic and environmental benefits to
10 the region, and necessitating settlement of issues regarding the old West Seattle
11 landfill, improvements to Harbor Avenue Southwest, and the replacement and
12 transfer of certain drainage and wastewater facilities; and

13 WHEREAS, the City Council has determined that the drainage and wastewater
14 facilities to be transferred to the Port are surplus to the City's needs; and

15 WHEREAS, the City supports the Port's efforts to establish regular cruise ship service
16 in Seattle, and the Port has agreed to help pay for additional fireboat protection
17 if that occurs; and

18 WHEREAS, the Port and other public agencies provide water quality services on
19 stormwater runoff from its facilities that may warrant a credit for in-kind
20 services pursuant to RCW 35.67.025 and 35.92.021 on their drainage fees;

21 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
22 OF SEATTLE AS FOLLOWS:

23 Section 1. The Mayor is hereby authorized to sign an interlocal agreement with
24 the Port of Seattle, substantially as contained in Attachment A to this resolution, and to
25 take the steps necessary to implement it.

26 Section 2. The Mayor is authorized to transfer the City of Seattle drainage and
27 wastewater facilities identified in the agreement to the Port of Seattle in consideration
28 of mutual and offsetting benefits.

Section 3. The following criteria are hereby established for credit to public
agencies for in-kind stormwater pollution prevention or clean-up services pursuant to
RCW 35.67.025 and 35.92.021 on their drainage fees:

- The property owner must be a public entity.
- An interlocal agreement between the City and the public entity must spell out the terms and conditions of the credit, including the maximum allowable annual credit, which shall not exceed fifty percent of the drainage fee.
- The credit must be for services that are agreed to in writing by the City.
- The service must provide a water-quality benefit. This could include sediment and habitat improvements or water quality research. The service could include activities or programs or construction of water-quality facilities.

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- The service must be provided in an area tributary to a water body where the City has drainage discharges. The intent is to save the City money by reducing contamination in an area that could lead to a City liability.
- The service must reduce the City's costs by doing something that might otherwise be done by the City. Construction of drainage facilities to drain private land are the property owner's responsibility and would not be eligible.
- The service must be for work that is above and beyond that required by current regulations. An example might be the creation of wetlands on a Port development, the creation not required by the Shoreline Management Act. Credit will not be given, for example, for constructing facilities needed to comply with development requirements for new facilities.
- The credit must be for a significant investment. Amounts less than \$10,000 will not be considered sufficient to initiate an interlocal agreement.

Section 4. 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.

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

President of the City Council

Approved by me this _____ day of _____, 19____.

Norman B. Rice, Mayor

Filed by me this _____ day of _____, 19____.

City Clerk

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City of Seattle

Executive Department—Office of Management and Planning

Thomas M. Tierney, Director
Norman B. Rice, Mayor



MEMORANDUM

*3/17/97
Approved
Rodney S*

Date: March 11, 1997
To: Honorable Norman B. Rice
Via: Rodney Eng, Law Department
From: Tom Tierney
Subject: Interlocal Agreement Between the City of Seattle and the Port of Seattle

We have reviewed the attached document for its probable impact on the City's budget and programs.

I am submitting it for your approval and signature.

Attachments: Interlocal Agreement @ 2 Copies for Signature

Budget Analyst Review: Jeanette R. Martin *JRM*

Legal Authority Citation:

After document is signed, please call Theresa Fujiwara at 4-8261.

Attachment

RECEIVED
97 MAR 17 PM 4:15
CITY OF SEATTLE
MAYOR'S OFFICE

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City of Seattle

Executive Department-Office of Intergovernmental Relations

David Bley, Director
Norman B. Rice, Mayor

February 5, 1997



MEMORANDUM

To: Jan Drago, City Council President
From: David Bley and Theresa Fujiwara, OIR
Re: Port/City Interlocal Agreement

I request the City Council consider and adopt the enclosed Council Bill authorizing the Mayor to enter into an interlocal agreement with the Port of Seattle addressing a number of subjects. The Port of Seattle is a very important public sector partner for the City. The marine and airport operations of the Port generate thousands of jobs directly and indirectly for Seattle residents, generate significant revenues to the City, and provide access to markets and resources that are essential to our economic competitiveness.

Most recently, the Port has embarked on three ambitious economic development projects that have required close collaboration with the City and will generate enormous benefits to the City and the community. Among other things, this agreement touches on issues of mutual concern on the following projects:

- The Southwest Harbor cleanup and redevelopment which represents an investment of about \$252 million to remediate a contaminated site, and put this industrial land back into productive use as the sole West Coast point of entry for American President Lines, generating 1,700 high wage jobs and an estimated \$4.7 million in state and local revenue annually.
- The cruise ship terminal on the Central Waterfront is part of a \$90 million investment, and a major cruiseship line will generate about \$160,000 in City sales tax revenue annually and each ship that visits Seattle will generate 80 jobs locally.

By engaging in structured and coordinated discussions on a variety of issues of mutual concern to the Port and the City, we have developed a package that results in both mutually beneficial outcomes and tackles some issues that have been under discussion for many years. The proposed agreement represents a series of trade-offs and should be viewed as a whole -- while any single issue taken on its own may have been resolved in many different ways, taken as a whole this agreement is balanced and equitable.

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It is our intention that this process and this agreement will contribute to a continued productive relationship and help us tackle some big and complex issues in the future, such as redevelopment of Harbor Island, resolution of long-standing disagreements on street vacation policy, transportation improvements needed throughout the industrial and port areas, and ongoing concerns around waterfront activity and risks perceived by the Seattle Fire Department.

I encourage you to read the attached detailed summary of the agreement, prepared jointly by City and Port staff, but here is some general background and issues of direct concern to the City:

West Seattle Landfill and Southwest Harbor Redevelopment

APL's new port terminal is located on the site of the old West Seattle Landfill. It borders on Harbor Avenue, which is considered by the community to be an important gateway to the West Seattle community. In general, this agreement would accomplish the following:

Cleanup and liability related to the landfill: The agreement authorizes paying the Port \$400,000 from the Solid Waste Fund toward this work in exchange for a release from any further liability to the Port. In addition, the City would pay the Port half of its cost to cap the portion of the landfill that extends into City street right-of-way, up to \$110,000 (also from the Solid Waste Fund).

Rebuilding and enhancing Harbor Avenue: In conjunction with the Terminal 5 project, the City will rebuild portions of Harbor Avenue Southwest which is one of the top scenic routes in Seattle, but has very deteriorated pavement and no sidewalks or street landscaping, and poor drainage. In response to community requests, the project will add a center median and extensive landscaping to this part of Harbor Avenue. A new separated pedestrian/bicycle path will replace a striped bike lane on vacated Florida Street and 26th Avenue SW to link the very popular Alki to Seacrest Park stretch (which the City is also upgrading) with the Duwamish Trail that extends to the south city limits (where it connects with a network that extends as far as Flaming Geyser State Park near Auburn). Along with the replacement of four failing bridges at the Harbor Avenue/Spokane Street intersection, these investments represent both a dramatic improvement in this West Seattle neighborhood and preservation of our transportation infrastructure. Under this agreement, the Port would assist in these improvements in several ways:

- It would maintain all portions of the City street right-of-way east of the new Harbor Avenue curb, including the path, planting strip, plantings, etc.

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- It will design, construct, and pay half the cost of a new storm drain to serve both the new roadway and its adjacent terminal, curing frequent street ponding. The City road project would pay the other half (\$175,000) from its current budget.
- The Port will excavate old garbage where the street will be widened, redistribute it at their low-cost on-site controlled fill, and backfill the right-of-way with suitable roadbed material at a cost to the City of \$200,000 (also from the current road budget). These joint efforts will cost each agency less than separate efforts would, and will minimize the period of construction disruption to the community.

Transferring Ownership of Some Sewer and Drainage Facilities: Pursuant to conditions on street vacations approved by City Council, this agreement would transfer from the City Drainage and Wastewater Utility to the Port 5,601 feet of sanitary sewers, a sewage pump station and 881 feet of storm drains located within the streets to be vacated to the Port within the expanded terminal. The Port will pay \$102,000 of the cost to replace the old sewage pump station, and the City will pay \$68,000 from DWU funds in the Proposed 1997-2002 Capital Improvement program.

Fire Service for Cruise Ship Homeporting

The City has actively supported the Port's efforts to attract cruise ship lines to homeport in Seattle. In order to recruit a major cruise ship line, the Port requires certainty that these ships can refuel at the new terminal on the Central Waterfront. While there are detailed operational details that must be worked through with the Seattle Fire Department, it is likely that SFD will require a new fireboat to adequately handle the risk posed by this activity. Under this agreement, the Port would match the City's cost of acquiring another fireboat, up to \$500,000, if a major cruise line establishes a homeport here. It should be noted that SFD has expressed much broader concerns around fire risks posed by the increasing level of activity all along the waterfront and this agreement is not intended to address those issues. OIR will be facilitating a broader discussion on these issues in the near future.

Drainage Fee Credit to the Port for In-Kind Services

The Port performs a number of environmental services that help lower the City's drainage costs. These services include water quality programs such as source control inspections of tenant properties, sediment remediation, research projects, and maintenance of separate

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Jan Drago - Port/City Interlocal Agreement
February 5, 1997
Page 4

NPDES stormwater permits for several Port facilities. Under this agreement, the City would reimburse the Port for up to \$100,000 per year for such documented activities.

This agreement represents the work of staff from several City departments over lengthy negotiations. I recommend it to you as an important step in resolving several long-standing disputes and putting City-Port relations on a strong footing for future partnerships to serve the citizens of Seattle. Please call me at 684-8260 if you have any questions and I will coordinate getting responses from the appropriate staff. Thank you for your consideration of this important agreement.

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TIME AND E STAMP

SPONSORSHIP

THE ATTACHED DOCUMENT IS SPONSORED FOR FILING WITH THE CITY COUNCIL BY THE MEMBER(S) OF THE CITY COUNCIL WHOSE SIGNATURE(S) ARE SHOWN BELOW:

_____ *Jax Arago* _____

FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEE(S) REFERRED TO: _____

PRESIDENT'S SIGNATURE

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City of Seattle

Executive Department—Office of Management and Planning

Thomas M. Tierney, Director
Norman B. Rice, Mayor

February 6, 1997

The Honorable Mark Sidran
City Attorney
City of Seattle

Dear Mr. Sidran:

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

REQUESTING DEPARTMENT: Intergovernmental Relations

SUBJECT: AN ORDINANCE authorizing the Mayor to enter into an interlocal agreement with the Port of Seattle relating to the Southwest Harbor Project, fire service, and drainage fee credits, establishing criteria for drainage fee credits for in-kind services of public agencies, authorizing the transfer of drainage and wastewater facilities to the Port, and accepting funds from the Port to aid neighborhood planning.

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

After reviewing this request and any necessary redrafting of the enclosed legislation, return the legislation to OMP. Any specific questions regarding the legislation can be directed to Jeanette Martin, 4-8071.

Sincerely,

Norman B. Rice
Mayor

by

[Signature]
TOM TIERNEY
Director

Enclosure

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SEATTLE CITY ATTORNEY

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OK Mike Rowdy

78355
City of Seattle, City Clerk

STATE OF WASHINGTON - KING COUNTY

--SS.

No. ORD IN FULL

City of Seattle

ORDINANCE 118508

AN ORDINANCE authorizing the Mayor to enter into an interlocal agreement with the Port of Seattle relating to the Southwest Harbor Project, fire service and drainage fee credits, establishing criteria for drainage fee credits for in-kind services of public agencies, authorizing the transfer of drainage and wastewater facilities to the Port, and accepting funds from the Port to aid neighborhood planning.

WHEREAS the City of Seattle and the Port of Seattle cooperate to provide important services to the community; and

WHEREAS the Port of Seattle's Southwest Harbor Project will enlarge a major marine terminal, providing significant economic and environmental benefits to the region, and necessitating settlement of issues regarding the old West Seattle landfill improvements to Harbor Avenue (Seaboard), and the replacement and transfer of certain drainage and wastewater facilities; and

WHEREAS the City Council has determined that the drainage and wastewater facilities to be transferred to the Port are surplus to the City's needs; and

WHEREAS the City supports the Port's efforts to establish regular cruise ship service in Seattle, and the Port has agreed to help pay for additional drabnet protection if such occurs; and

WHEREAS the Port and other public agencies provide water quality services on stormwater runoff from its facilities that may warrant a credit for in-kind services pursuant to RCW 86.07.025 and 86.02.021 on their drainage fees;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to sign an interlocal agreement with the Port of Seattle, substantially as contained in Attachment A to this ordinance, and to take the steps necessary to implement it.

Section 2. The Mayor is authorized to transfer the City of Seattle drainage and wastewater facilities identified in the agreement to the Port of Seattle in consideration of mutual and offsetting benefits.

Section 3. The following criteria are hereby established for credit to public agencies for in-kind stormwater pollution prevention or clean-up services pursuant to RCW 86.07.025 and 86.02.021 on their drainage fees:

① The property owner must be a public entity.

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:ORD 118508/FULL

was published on
03/19/97

The amount of the fee charged for the foregoing publication is the sum of \$ _____, which amount has been paid in full.

03/19/97 Subscribed and sworn to before me on

[Signature]
Notary Public for the State of Washington,
residing in Seattle

Affidavit of Publication

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