

#4

**CITY OF SEATTLE**  
**ORDINANCE** \_\_\_\_\_  
**COUNCIL BILL** 118040

AN ORDINANCE relating to the West Duwamish Trail project; and authorizing the Director of Transportation to sign a lease with the Washington State Department of Transportation for City construction, operation, and maintenance of a portion of the West Duwamish Trail on State property.

WHEREAS, the voter-approved 2008 Parks and Green Spaces Levy allocated \$2 million dollars for the West Duwamish Trail project (the "Project") and the City's Department of Transportation is now ready to implement work on the West Duwamish Trail; and

WHEREAS, the Project will create a linear park connection, including bicycle and trail improvements, along the Duwamish River by constructing a multi-purpose trail from 2<sup>nd</sup> Avenue South and South Holden Street to 8<sup>th</sup> Avenue South and South Portland Street in the South Park neighborhood, which will be an extension of the existing Duwamish Bicycle Trail; and

WHEREAS, the City will need to lease property from the State of Washington (the "State") for a portion of the new trail segment that will run through State property; and

WHEREAS, the State-owned portion of the trail segment is not presently needed for highway purposes and the State is authorized to lease property pursuant to RCW 47.12.120; and

WHEREAS, the State and the City have negotiated the terms of a trail lease that is necessary to complete the Project; NOW, THEREFORE,

**BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

Section 1. The Director of Transportation, or his designee, is authorized, on behalf of the City of Seattle, to enter into a Trail Lease with the State, substantially in the form attached hereto as Attachment A and incorporated herein, for construction, operation, and maintenance of a segment of the West Duwamish Trail on State property as described therein.



1 Section 2. This ordinance shall take effect and be in force 30 days after its approval by  
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it  
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the \_\_\_\_ day of \_\_\_\_\_, 2014, and  
5 signed by me in open session in authentication of its passage this  
6 \_\_\_\_ day of \_\_\_\_\_, 2014.

7  
8 \_\_\_\_\_  
9 President \_\_\_\_\_ of the City Council

10  
11 Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2014.

12  
13 \_\_\_\_\_  
14 Edward B. Murray, Mayor

15  
16 Filed by me this \_\_\_\_ day of \_\_\_\_\_, 2014.

17  
18 \_\_\_\_\_  
19 Monica Martinez Simmons, City Clerk

20 (Seal)

21  
22 Attachment A: Trail Lease

23 Exhibit A to Attachment A: Duwamish Waterway Vicinity Map

24 Exhibit B to Attachment A: Leased Premises Map  
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26  
27  
28



TR-01-13306  
IC: 01-17-10124  
City of Seattle

T R A I L L E A S E

THIS IS A LEASE made and entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION hereinafter called "WSDOT," and the CITY OF SEATTLE, acting by and through its Transportation Department, a Washington State municipal corporation, hereinafter called the "TENANT."

WHEREAS, the land and premises to be leased are not presently needed exclusively for highway purposes; AND

WHEREAS, TENANT desires to construct, operate and maintain a trail segment under this Lease as part of the TENANT's local comprehensive trail plan and/or a state or federal comprehensive trail plan as an interim use until the land and premises to be leased are needed for a highway purpose; AND

WHEREAS, WSDOT is granted authority to lease property under RCW 47.12.120, and, WSDOT deems it to be in the best public interest to enter into this Lease,

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

**1. LEASED PREMISES.** WSDOT leases to the TENANT, and the TENANT hereby leases from WSDOT, the premises (the "Leased Premises") located in Government Lot 16 Section 29, Township 24 North, Range 4 East, W.M., in the City of Seattle, King County and known to be a portion of the highway right of way of SR 99, Duwamish Waterway Vicinity, sheet 2 of 11 sheets approved January 7, 1994, revised June 14, 2012, and SR 99, South 118<sup>th</sup> St. to Jct. S.S.H. No. 1-K Plan Showing Access, sheet 3 of 3 sheets approved December 18, 1956, and as further shown hachured on **Exhibit A** attached hereto and by this reference incorporated herein. The Leased Premises is approximately 6,854 square feet.

**2. TERM.** The term of this Lease is ten (10) years, COMMENCING ON THE DATE OF EXECUTION OF THIS LEASE BY WSDOT (Commencement Date).

**3. RENEWAL.** Upon expiration of the initial term, this Lease may be renewed by the TENANT for two (2) additional ten (10) year periods, ("Renewal Period"), at the discretion of WSDOT; Provided that (A.) the TENANT is not in default and has not been in default during



1 the term of this Lease; (B.) the property is not needed for a priority transportation purpose, as  
2 determined by WSDOT; (C.) TENANT's continued use under this Lease does not impair the  
3 safety or operation of WSDOT's highway or facility, as solely determined by WSDOT; and (D.)  
4 the terms and conditions of this Lease conform to then-existing state policies or practices, laws,  
5 regulations and contracts, or provided TENANT is willing to amend this Lease to bring it into  
6 compliance with such policies, practices, laws, regulations, and contracts. The Renewal Period  
7 shall be on the same terms and conditions as set forth herein, except as modified by any changes  
8 in policies, practices, laws, regulations or contracts and as reflected in a written amendment  
9 signed by both parties. TENANT shall give notice of its intent to renew this Lease for the  
10 Renewal Period(s) not less than ninety (90) calendar days, but not more than six (6) months,  
11 prior to the expiration of the Lease, or any extension thereof.

12 **4. CONSIDERATION.** In lieu of paying economic rent for the Leased Premises,  
13 the TENANT agrees to provide other specific consideration which is deemed to be a highway  
14 benefit. The consideration is the separation of motor vehicle traffic from pedestrians and cyclists  
15 which will materially increase motor vehicle safety and increase highway efficiency in this  
16 industrial area with high volumes of traffic. Currently cyclists travel on a narrow shoulder with  
17 the motoring public.

18 **5. TERMINATION BY WSDOT.**

19 A. WSDOT may terminate this Lease, without penalty or further liability as  
20 follows:

21 (1) Immediately, upon the unauthorized assignment of this Lease by  
22 TENANT;

23 (2) Upon not less than thirty (30) calendar days prior written notice,  
24 for failure of the TENANT to provide acceptable As-Built drawings to WSDOT within sixty (60)  
25 calendar days of the date of completion of the trail construction; acceptability of the As-Built  
26 drawings shall be determined solely by WSDOT;

27 (3) Upon not less than thirty (30) calendar days prior written notice, if  
28 TENANT defaults on any provision in this Lease and is notified by WSDOT of the default two  
29 (2) times within a six (6) month period. The third default shall be deemed "non-curable;"

30 (4) Upon not less than thirty (30) calendar days prior written notice to  
31 TENANT, if TENANT defaults, and fails to cure such default within that thirty (30) calendar  
32 day period, or such longer period, as may be reasonably determined by WSDOT, if TENANT is  
33 diligently working to cure the default. Waiver or acceptance of any default of the terms of this



1 Lease by WSDOT shall not operate as a release of the TENANT's responsibilities for any prior  
2 or subsequent default.

3 (5) Upon not less than thirty (30) calendar days prior written notice, if  
4 TENANT (i) does not begin construction of the improvements, as described in **Section 7** "Use of  
5 Leased Premises" herein and as shown on **Exhibit B**, within ninety (90) calendar days from the  
6 Commencement Date of this Lease; (ii) does not complete the work within twelve (12) months  
7 of the beginning of said construction, or (iii) fails to open the trail to the public within sixty (60)  
8 calendar days of completing the trail construction. WSDOT and TENANT may mutually agree  
9 in writing to extend the periods provided under (i), (ii), and/or (iii) to accommodate unforeseen  
10 conditions out of the control of either party, such as, but not limited to, weather, availability of  
11 equipment, and availability of utilities;

12 (6) Immediately, if the TENANT's insurance coverage as required  
13 herein lapses for any reason. In such event, WSDOT may, at its option, barricade access to the  
14 Leased Premises;

15 (7) Immediately, upon issuance of any court order, legislative action,  
16 or governmental agency action having jurisdiction to take such action, which would significantly  
17 impair or effectively prohibit the TENANT's use of the Leased Premises;

18 (8) Immediately, upon written notice, if a receiver is appointed to take  
19 possession of the TENANT's assets, the TENANT makes a general assignment for the benefit of  
20 creditors, or the TENANT becomes insolvent or takes or suffers action under the Bankruptcy  
21 Act;

22 (9) Upon not less than thirty (30) calendar days prior written notice, if  
23 WSDOT determines that it is in the best interest of WSDOT to terminate this Lease;

24 (10) Upon not less than thirty (30) calendar days prior written notice if  
25 the Leased Premises has been abandoned, in WSDOT's sole judgment, for a continuous period  
26 of ninety (90) calendar days; or

27 (11) Immediately, if a transportation emergency exists as solely  
28 determined by WSDOT.

29 B. WSDOT may terminate the Lease in part upon not less than sixty (60)  
30 calendar days prior written notice, if WSDOT determines that a portion of the Leased Premises  
31 may be used for, but not limited to, telecommunications purposes, which in WSDOT's sole  
32 determination are reasonably consistent with TENANT's authorized use of the Leased Premises.



1 C. It is hereby acknowledged and agreed that the highway use of the Leased  
2 Premises is paramount to any other use, including TENANT's use for a pedestrian, bicycle and  
3 other non-motorized vehicle trail. If this Lease is terminated for highway construction or  
4 reconstruction, and WSDOT determines that it is necessary to relocate the trail system or acquire  
5 replacement land, the TENANT hereby agrees to acquire any such necessary replacement lands  
6 promptly and at no cost to WSDOT, to reconstruct its facility at no cost to WSDOT on said  
7 replacement lands, and to indemnify and hold harmless WSDOT from any and all costs.

8 D. If the TENANT fails to remove the trail and WSDOT determines that it is  
9 necessary to continue to maintain the trail in a safe, operable condition, then the TENANT  
10 hereby agrees that WSDOT may withhold funds sufficient to reimburse WSDOT for all costs  
11 associated with the continued maintenance of said trail from the TENANT's share of any Motor  
12 Vehicle Gas Tax Funds or any other funds distributed to the TENANT by WSDOT to cover  
13 ongoing expenses of trail maintenance and operation.

14 E. TENANT agrees to pay all costs to barricade or to provide other interim  
15 safety measures, as directed by WSDOT, if closure of the trail becomes necessary to facilitate  
16 repair, reconstruction, maintenance, or modifications of the highway right of way.

17 **6. TERMINATION BY TENANT.** TENANT may terminate this Lease without  
18 penalty or further liability as follows:

19 A. Upon not less than thirty (30) calendar days prior written notice for any  
20 reason; Provided that the TENANT removes all traces of the trail prior to the date of termination.

21 B. Upon not less than thirty (30) calendar days prior written notice, if  
22 WSDOT defaults and fails to cure such default within that thirty (30) calendar day period, or  
23 such longer period, as may be reasonably determined by the TENANT, if WSDOT is diligently  
24 working to cure the default; or

25 C. Immediately, upon written notice, if in the TENANT's judgment the  
26 Leased Premises is destroyed or damaged so as to substantially and adversely affect the  
27 TENANT's authorized use of the Leased Premises.

28 **7. USE OF LEASED PREMISES.**

29 A. No use other than construction, operation and maintenance of a public  
30 pedestrian, bicycle, and other non-motorized vehicle trail under the control of the TENANT is  
31 permitted without the prior written approval of WSDOT. The TENANT expressly agrees that it  
32 will not charge others to use the Leased Premises. No motorized vehicles will be allowed on the



1 Leased Premises except for TENANT's maintenance vehicles and emergency vehicles  
2 responding to an emergency on the Leased Premises. In using the Leased Premises, the  
3 TENANT shall comply with all statutes, policies and regulations, including, but not limited to  
4 the Scenic Vistas Act, RCW 47.42 et seq. and WAC 468-66 et seq., heretofore adopted or  
5 hereafter promulgated by WSDOT or the state legislature relative to the location, operation, and  
6 maintenance of improvements located on the Leased Premises. No access to the Leased  
7 Premises will be constructed or allowed to be constructed by or for the TENANT without  
8 WSDOT's prior written approval. TENANT understands that the location of the Leased  
9 Premises is within limited access right of way, therefore: **Pedestrian and Bicycle traffic will be**  
10 **permitted access and use of the trail ONLY at Station WM 10+60 (54' RT), Station WM**  
11 **11+45 (93.33' RT), Station 718+20 (60.99' RT).** Direct access to ramps or traveled lanes of  
12 state highways is not permitted. All grading and construction plans and any changes thereof are  
13 subject to approval by WSDOT.

14 B. TENANT will not allow third parties to use the trail as access to private  
15 property or improvements. Furthermore, in using the Leased Premises, it is expressly agreed that  
16 TENANT shall: 1) comply with all applicable federal, state and local laws, ordinances, and  
17 regulations, including environmental requirements that are in force or which may hereafter be in  
18 force; and 2) secure all necessary permits and licenses for the uses of the Leased Premises  
19 authorized in this Lease. The TENANT hereby agrees to indemnify, defend and hold harmless  
20 WSDOT from all claims or suits resulting from the TENANT's failure to comply with such  
21 requirements.

22 C. No signs, other than directional signs or that sign further described herein,  
23 are permitted. WSDOT owned fences in place at the time of execution of this Lease or relocated  
24 to separate the Leased Premises from the traveled roadway will be maintained by WSDOT.  
25 Nothing is to be attached to WSDOT's fence without prior written approval. If any fence is  
26 damaged as a result of the activities authorized by this Lease, the TENANT will promptly repair  
27 such damage at its cost to WSDOT's satisfaction.

28 D. Within thirty (30) calendar days of occupancy, the TENANT at is sole  
29 expense shall erect and maintain a permanent sign at all entrances to the Trail located on  
30 WSDOT right of way, stating as follows: "This trail is located on highway right of way under a  
31 an agreement between The city of Seattle, Department of Transportation, and the Washington  
32 State Department of Transportation."

33 E. WSDOT does not warrant that the unconstructed right of way is suitable  
34 for TENANT's purposes.



8. MAINTENANCE RESPONSIBILITIES.

A. TENANT shall perform or cause to be performed at its sole expense all maintenance of the Leased Premises that shall include, but not be limited to, keeping the Leased Premises in good condition, both as to safety and appearance, to the satisfaction of WSDOT. TENANT shall be responsible for weed control, and reconstruction and repair of any or all components of the trail facility. In addition (and if applicable), TENANT is responsible for the regular inspection and repair of structures as required by the Code of Federal Regulations 23 CFR 650, subpart C, National Bridge Inspection standards (NBIS), EXCEPT any and all work that would require SR 99 closure.

B. TENANT agrees that it is additionally responsible for the following specific maintenance and operational items, at its sole cost and expense, without further liability to the WSDOT:

- (1) Security and law enforcement for the Leased Premises;
- (2) Graffiti removal upon all real and personal property (including all fixtures and attachments). TENANT shall in no way interfere with any highway operations or traffic flow on SR 99 when removing graffiti. Inspections shall be no less than once per month;
- (3) Litter control on an as needed basis in accordance with adopted TENANT maintenance standards and practices or upon WSDOT notification and/or inspection;
- (4) Sweeping of the Leased Premises on an as needed basis in accordance with adopted TENANT maintenance standards and practices; and
- (5) Removing and disposing of unauthorized signs, banners, etc. from the Leased Premises.

C. TENANT warrants that any landscaping planted and maintained on the Leased Premises will not damage, threaten to damage, or otherwise adversely affect any part or component of the state's highway facility or operation, or adversely affect traffic safety.

D. If TENANT fails to maintain the trail as provided herein, the WSDOT may perform such maintenance after providing the TENANT with thirty (30) calendar days written notice of such maintenance default, and TENANT agrees to reimburse the WSDOT for such maintenance costs within thirty (30) calendar days of receipt of a WSDOT invoice. If TENANT fail to pay such invoice, WSDOT is authorized to deduct and expend such costs,





1 pursuant to RCW 47.24.050, from any monies TENANT is entitled to receive from the Motor  
2 Vehicle until such costs are fully recovered.

3           **9. ENVIRONMENTAL REQUIREMENTS.**

4           A. TENANT represents, warrants and agrees that it will conduct its activities  
5 on and off the Leased Premises in compliance with all applicable environmental laws. As used  
6 in this Lease, the term "Environmental Laws" means all federal, state and local environmental  
7 laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions,  
8 authorizations or permits, including, but not limited to, the Resource Conservation and Recovery  
9 Act, 42 U.S.C. § 6901, et seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water  
10 Pollution Control Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right  
11 to Know Act, 42 U.S.C. § 11001, et seq., the Comprehensive Environmental Response,  
12 Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15  
13 U.S.C. § 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., and Washington  
14 or any other comparable local, state, or federal statute or ordinance pertaining to the environment  
15 or natural resources and all regulations pertaining thereto, including all amendments and/or  
16 revisions to said laws and regulations.

17           B. Toxic or hazardous substances are not allowed on the Leased Premises  
18 without the express written permission of WSDOT and under such terms and conditions as may  
19 be specified by WSDOT. For the purposes of this Lease, "Hazardous Substances," shall include  
20 all those substances identified as hazardous under the Comprehensive Environmental Response,  
21 Compensation, and Liability Act, 42 U.S.C. § 9601, et seq., and the Washington Model Toxics  
22 Control Act, RCW 70.105D et seq., including all amendments and/or revisions to said laws and  
23 regulations, and shall include gasoline and other petroleum products. In the event such  
24 permission is granted, the use and/or disposal of such materials must be done in a legal manner  
25 by the TENANT.

26           C. TENANT agrees to cooperate in any environmental investigations  
27 conducted by WSDOT staff or independent third parties where there is evidence of  
28 contamination on the Leased Premises, or where WSDOT is directed to conduct such audit by an  
29 agency or agencies having jurisdiction. TENANT will reimburse WSDOT for the cost of such  
30 investigations, where the need for said investigation is determined to be caused by the  
31 TENANT's operations. TENANT will provide WSDOT with notice of any inspections of the  
32 Leased Premises, notices of violations, and orders to clean up contamination. TENANT will  
33 permit WSDOT to participate in all settlement or abatement discussions. In the event that the  
34 TENANT fails to take remedial measures as duly directed by a state, federal, or local regulatory  
35 agency within ninety (90) calendar days of such notice, WSDOT may elect to perform such



1 work, and the TENANT covenants and agrees to reimburse WSDOT for all direct and indirect  
2 costs associated with WSDOT's work where those costs are determined to have resulted from the  
3 TENANT's use of the Leased Premises. TENANT further agrees that the use of the Leased  
4 Premises shall be such that no hazardous or objectionable smoke, fumes, vapor, odors, or  
5 discharge of any kind shall rise above the grade of the right of way.

6 D. For the purposes of this Lease, "Costs" shall include, but not be limited to,  
7 all response costs, disposal fees, investigatory costs, monitoring costs, civil or criminal penalties,  
8 and attorney fees and other litigation costs incurred in complying with state or federal  
9 environmental laws, which shall include, but not be limited to, the Comprehensive  
10 Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq; the Clean  
11 Water Act, 33 U.S.C. § 1251; the Clean Air Act, 42 U.S.C. § 7401; the Resource Conservation  
12 and Recovery Act, 42 U.S.C. § 6901; and the Washington Model Toxics Control Act, RCW  
13 70.105D et seq., including all amendments and/or revisions to said laws and regulations.

14 E. TENANT agrees to defend, indemnify and hold harmless WSDOT from  
15 and against any and all claims, causes of action, demands and liability including, but not limited  
16 to, any costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments and  
17 attorneys' fees associated with the removal or remediation of any Hazardous Substances that  
18 have been released, or otherwise come to be located on the Leased Premises, including those that  
19 may have migrated from the Leased Premises through water or soil to other properties, including  
20 without limitation, the adjacent WSDOT property and which are caused by or result from the  
21 TENANT's activities on the Leased Premises. TENANT further agrees to retain, defend,  
22 indemnify and hold harmless WSDOT from any and all liability arising from the offsite disposal,  
23 handling, treatment, storage, or transportation of any such Hazardous Substances removed from  
24 said Leased Premises.

25 F. WSDOT hereby agrees to indemnify and hold harmless the TENANT  
26 from any costs or liabilities associated with the removal or remediation of any Hazardous  
27 Substances that have been released, or otherwise come to be located on the Leased Premises by  
28 the acts or omissions of WSDOT, its employees, contractors, and agents. WSDOT further agrees  
29 to retain and indemnify and hold harmless the TENANT from any and all liability arising from  
30 the offsite disposal, handling, treatment, storage, or transportation of any such Hazardous  
31 Substances removed from said Leased Premises.

32 G. The provisions of this paragraph shall survive the expiration or  
33 termination of this Lease.



1           **10.   WSDOT'S RESERVATION OF RIGHT TO MAINTAIN AND GRANT**  
2 **UTILITY FRANCHISES AND PERMITS AND TO LEASE FOR COMPATIBLE**  
3 **PURPOSES.**

4           A.     WSDOT reserves the right for utility franchise and permit holders to enter  
5 upon the Leased Premises to maintain facilities and, for itself, to grant utility franchises and/or  
6 permits within the Leased Premises. Such installation will be accomplished in such a manner as  
7 to minimize any disruption to the TENANT. The franchise/permit holder will be required to  
8 restore paving and grading damaged by the installation. WSDOT also reserves the right to  
9 withdraw portions of the Leased Premises for uses such as, but not limited to,  
10 telecommunications transmission sites, which WSDOT determines to be reasonably compatible  
11 with the TENANT's authorized use of Leased Premises.

12           B.     TENANT shall not disturb markers installed by a franchise/permit holder  
13 and will contact and provide notice to any franchise/permit holder and all owners of underground  
14 facilities prior to any excavation. TENANT shall contact WSDOT and call the Underground  
15 Utility Locating Service, or its successor organization, as part of its efforts to ascertain any and  
16 all owners of underground utility facilities and to locate the utility. The TENANT shall not  
17 damage legally installed underground utilities. TENANT shall comply with all applicable  
18 provisions of Chapter 19.122 RCW relating to underground facilities.

19           **11.   TAXES, ASSESSMENTS, AND UTILITIES.** TENANT agrees to pay all  
20 assessments that benefit the Leased Premises and/or which may hereafter become a lien on the  
21 interest of the TENANT in accordance with RCW 79.44.010. The TENANT agrees to pay all  
22 taxes that may hereafter be levied or imposed upon the interest of the TENANT or by reason of  
23 this Lease. The TENANT is responsible for and agrees to pay the cost for all utilities, including,  
24 but not limited to, surcharges, fuel adjustments, rate adjustments and taxes that serve the Leased  
25 Premises.

26           **12.   WSDOT'S APPROVAL OF DESIGN AND CONSTRUCTION.** TENANT  
27 covenants that any construction on the Leased Premises will not damage, threaten to damage, or  
28 otherwise adversely affect any part or element of the highway facility or its operation. WSDOT  
29 shall be furnished with two sets of complete plans, details, and specifications and revisions  
30 thereto for grading and all improvements proposed to be placed on the Leased Premises, and no  
31 work shall be done without prior written approval of such plans by WSDOT. All construction  
32 work shall be done in conformity with the plans and specifications as approved. WSDOT may  
33 take any action necessary, including directing that work be temporarily stopped or directing that  
34 additional work be done, to ensure compliance with the plans and specifications, protection of all  
35 parts and elements of the highway facility, and compliance with WSDOT's construction and



1 safety standards. The improvements shall be designed and constructed in a manner that will  
2 permit WSDOT access to the highway facility for the purposes of inspection, maintenance, and  
3 construction, when necessary.

4 **13. LIMITATIONS.** TENANT expressly acknowledges and agrees that WSDOT's  
5 rights under this Lease to review, comment on, disapprove and/or accept designs, plans  
6 specifications, work plans, construction, equipment, installation, (a) exist solely for the benefit  
7 and protection of WSDOT, (b) do not create or impose upon WSDOT any standard or duty of  
8 care toward the TENANT, all of which are hereby disclaimed, (c) may not be relied upon by the  
9 TENANT in determining whether the TENANT has satisfied any and all applicable standards  
10 and requirements and (d) may not be asserted, nor may WSDOT's exercise or failure to exercise  
11 any such rights be asserted, against WSDOT by the TENANT as a defense, legal or equitable, to  
12 TENANT's obligation to fulfill such standards and requirements and regardless of any  
13 acceptance of work by WSDOT.

14 **14. NON-COMPLETION OF CONSTRUCTION.** TENANT shall obtain  
15 WSDOT's approval of construction drawings, complete construction of the project according to  
16 the approved plans, and open the trail to the public within seventeen (17) months of the  
17 Commencement Date of this Lease.

18 **15. "AS BUILT" PLANS.** Within sixty (60) calendar days of the date the trail  
19 construction is completed, TENANT shall provide WSDOT with a complete set of dimensioned  
20 "As-Built" scale drawings showing at least the information following: (a) trail centerline; (b)  
21 ties to beginning and end of trail; (c) underground utilities; and (d) such other information as  
22 WSDOT may request. Acceptability of the As-Built drawings shall be determined solely by  
23 WSDOT. In the event the TENANT fails to provide such plans within the prescribed time  
24 period, the TENANT hereby agrees that WSDOT shall have the right, at its option, to contract  
25 with a consultant in order to secure such plans and TENANT agrees to reimburse WSDOT for all  
26 costs incurred in obtaining said plans within thirty (30) calendar days of the date of WSDOT's  
27 invoice.

28 **16. LIENS.**

29 A. TENANT shall at all times indemnify and hold harmless WSDOT from all  
30 claims for labor or materials in connection with construction, repair, alteration, maintenance or  
31 installation of structures, improvements, equipment, or facilities on or within the Leased  
32 Premises, and from the cost of defending against such claims, including attorney fees.

33 B. In the event a lien is filed upon the Leased Premises, the TENANT shall:  
34 (a) Record a valid Release of Lien, or (b) Deposit sufficient cash with WSDOT to cover the



1 amount of the claim on the lien in question, and authorize payment to the extent of said deposit  
2 to any subsequent judgment holder that may arise as a matter of public record from litigation  
3 with regard to lienholder claim, or (c) Procure and record a bond which releases the Leased  
4 Premises from the claim of the lien and from any action brought to foreclose the lien.

5 C. Should the TENANT fail to accomplish a, b, or c above within fifteen (15)  
6 calendar days after the filing of such a lien, the Lease shall be in default.

7 **17. ENCUMBRANCES.** It is expressly understood that the TENANT shall not  
8 encumber the Leased Premises.

9 **18. WSDOT'S RIGHT OF ENTRY AND INSPECTION.** WSDOT, for itself, its  
10 agents and contractors, and for the Federal Highway Administration, reserves the right to enter  
11 upon the Leased Premises at any time without notice to the TENANT for the purpose of  
12 inspection, maintenance, construction, or reconstruction of the highway facility or any element  
13 thereof, or to perform environmental reviews. WSDOT shall in no way be responsible for any  
14 incidental or consequential damages due to such loss of use, if any, by the TENANT. WSDOT  
15 and the Federal Highway Administration may from time-to-time go upon the Leased Premises  
16 for the purpose of inspecting any excavation, construction, or maintenance work being done by  
17 the TENANT. Further, this right shall not impose any obligation upon WSDOT to make  
18 inspections to ascertain the safety of the TENANT's improvements or the condition of the  
19 Leased Premises.

20 **19. INSURANCE.**

21 A. TENANT warrants that it is self-insured, and agrees to provide acceptable  
22 evidence of its self insured status to WSDOT. The TENANT's insurance policy must provide  
23 liability coverage for the Leased Premises, including public liability coverage for bodily injury,  
24 property damage, and personal injury of not less than Two Million and no/100 Dollars  
25 (\$2,000,000.00) combined single limit per occurrence, with a general aggregate amount of not  
26 less than Four Million and no/100 Dollars (\$4,000,000) per policy period. Such aggregate limits  
27 shall apply for this Leased Premises location, and coverage under said policy shall be triggered  
28 on an "occurrence basis," not on a "claims made" basis. The TENANT shall increase the policy  
29 limits at its sole cost, when and if WSDOT deems it necessary due to the TENANT's use of the  
30 Leased Premises within ten (10) calendar days of WSDOT's written request to do so.

31 B. TENANT assumes all obligations for premium payment, and in the event  
32 of nonpayment is obligated to reimburse WSDOT the cost of maintaining the insurance coverage  
33 and any legal fees incurred in enforcing such reimbursement in the event the TENANT fails to  
34 pay the policy premiums.



1 C. Coverage, if obtained by the TENANT in compliance with the section,  
2 shall not be deemed as having relieved the TENANT of any liability in excess of such coverage.

3 D. In the event the TENANT, after commencement of this Lease, elects to  
4 terminate its self insured status and secure commercial liability coverage, TENANT will  
5 promptly notify WSDOT, promptly secure insurance coverage as designated herein or as  
6 amended by WSDOT and promptly provide a certificate of insurance from an insurer licensed to  
7 conduct business in the State of Washington, to the satisfaction of WSDOT. WSDOT shall be  
8 named as an additional insured by endorsement of the liability policy required, utilizing ISO  
9 Form 2026 (Additional Insured – Designated Person or Organization) or its equivalent without  
10 modification. The endorsement shall require the insurer to provide the WSDOT, Real Estate  
11 Services Office in Tumwater, with no less than thirty (30) calendar days written notice before  
12 any cancellation of the coverage required herein.

13 **20. TENANT'S FUNDS AVAILABLE TO SATISFY INDEMNITY CLAIMS.**

14 A. TENANT's indemnity obligations under this Lease are limited to funds  
15 that have been appropriated and are available at the time an indemnity claim is made.  
16 TENANT's annual appropriations available to satisfy an indemnity claim are the funds available  
17 in (1) the Budget Control Level (BCL) under which the Lease was made; (2) any associated BCL  
18 controlled and authorized for transfer by TENANT; and (3) the Judgment and Claims Sub-fund.  
19 In addition, the TENANT maintains excess liability insurance coverage, disbursements of which  
20 do not require TENANT appropriation.

21 B. For 2014, the amount appropriated for the Judgment and Claims Sub-fund  
22 is \$23,703,564 (which includes \$12,853,527 for litigation expenses; \$4,350,037 to pay claims;  
23 and \$6,500,000 to satisfy unanticipated claims); and the amount of excess liability insurance  
24 coverage is \$40 million.

25 C. The Seattle Department of Transportation, or successor department, shall  
26 notify WSDOT annually of any changes to the TENANT's appropriation structure, or to the  
27 appropriation amounts, set forth in **Section 20.B.** above. Such notice will be sent to:

28 DEPARTMENT OF TRANSPORTATION (Mailing Address)  
29 Attn.: Property Management Program Manager  
30 P.O. Box 47338  
31 Olympia, WA 98504-7338  
32



DEPARTMENT OF TRANSPORTATION (Physical Address)  
Real Estate Services  
Attn.: Property Management Program Manager  
7345 Linderson Way S.W.  
Tumwater, WA 98501

**21. HOLD HARMLESS/INDEMNIFICATION.**

A. To the extent authorized by law, TENANT, its successors and assigns, will protect, save, and hold harmless WSDOT, its authorized agents and employees, from all claims, actions, costs, damages, (both to persons and/or property) or expenses of any nature whatsoever by reason of the acts or omissions of the TENANT, its assigns, subtenants, agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities related to this Lease, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Premises. The TENANT further agrees to defend WSDOT, its agents or employees, in any litigation, including payment of any costs or attorney's fees, for any claims or actions commenced, arising out of, or in connection with acts or activities related to this Lease, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Premises. This obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of WSDOT or its authorized agents or employees; provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) WSDOT, its agents or employees and (b) the TENANT, its assigns, subtenants, agents, contractors, licensees, invitees, employees, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the TENANT or its assigns, subtenants, agents, contractors, licensees, invitees, employees.

B. WAIVER: TENANT agrees that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while occupying the Premises for any purpose. For this purpose, the TENANT, by MUTUAL NEGOTIATION, hereby waives with respect to the WSDOT only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

C. The indemnification and WAIVER provisions contained in this section shall survive the termination or expiration of this Lease.



1           **22. NONDISCRIMINATION.** TENANT, for itself, its successors and assigns, as  
2 part of the consideration hereof, does hereby agree to comply with all applicable civil rights and  
3 antidiscrimination requirements including, but not limited to, Chapter 49.60 RCW.

4           **23. ASSIGNMENT.** Neither this Lease nor any rights created by it may be assigned,  
5 sublet, or transferred in written or oral form.

6           **24. SURRENDER OF LEASED PREMISES AND REMOVAL OF TENANT'S**  
7 **IMPROVEMENTS AND PERSONAL PROPERTY.**

8           A. Upon termination of this Lease, the TENANT shall cease its operations on  
9 and/or use of the Leased Premises. In the event the TENANT fails to vacate the Leased  
10 Premises on the date of termination, the TENANT shall be liable for any and all costs to  
11 WSDOT arising from such failure. As used herein, "vacate" shall include preventing use of the  
12 Leased Premises by the public.

13           B. Upon termination of this Lease, the TENANT agrees, if so directed by the  
14 WSDOT, to restore grades and on limited access highways also to relocate WSDOT's fences, if  
15 any, to their configurations prior to the TENANT's occupancy. This work is to be done at the  
16 TENANT's sole expense to the satisfaction of WSDOT.

17           C. Upon termination of this Lease TENANT agrees, if so requested by  
18 WSDOT, to obliterate the trail, remove all improvements and personal property, and/or provide  
19 erosion control treatment at its own expense and to WSDOT's satisfaction, returning the right of  
20 way to its original condition before the construction of the trail.

21           D. TENANT shall accomplish the above work by the date of termination. If,  
22 after termination of this Lease, the TENANT has not removed its improvements and/or personal  
23 property and returned the right of way to its original condition, if requested to do so, within the  
24 time allowed, WSDOT may, but need not, remove and dispose of said improvements and/or  
25 personal property and return the right of way to its original condition at the expense of the  
26 TENANT, and the TENANT shall reimburse WSDOT for any and all expenses incurred by  
27 WSDOT in connection with such removal, work or disposal within thirty (30) calendar days of  
28 the date of WSDOT's invoice.

29           **25. NO RELATIONSHIP ESTABLISHED.** WSDOT shall in no event be  
30 construed to be a partner with, associate or joint venturer of the TENANT or any party  
31 associated with the TENANT. The TENANT shall not create any obligation or responsibility on  
32 behalf of WSDOT or bind WSDOT in any manner.





1           **26.     TRANSPORTATION PURPOSES.**

2           A.     TENANT and WSDOT hereby affirm that upon termination or expiration  
3 of this Lease for any reason and the subsequent use of the Leased Premises for transportation or  
4 other purposes, such use will not be considered the use of any publicly-owned land from a public  
5 park, recreation area, or wildlife and waterfowl refuge within the meaning of 23 U.S.C. 138 and  
6 49 U.S.C. 303 (former 49 U.S.C.1653 (f), Section "4f"). If this Lease is terminated for highway  
7 construction and the WSDOT or authorized local, state or federal official having jurisdiction of  
8 the land or a court of competent jurisdiction determines that replacement of the trail is required  
9 under 23 U.S.C. 138 and 49 U.S.C. 303, TENANT agrees that it shall be responsible for and  
10 promptly replace the trail as required and pay all such costs in accordance with **Section 5.C.** of  
11 this Lease.

12           B.     TENANT further acknowledges, agrees, and promises not to use Outdoor  
13 Recreation Funds as provided for in the Land and Water Conservation Fund Act, 16 U.S.C. 460-  
14 l, sections 4-11 (see section 8(f)(3) within state owned right of way; such funds may be used  
15 outside of the state owned right of way).

16           **27.     CONDITION OF THE PROPERTY.** WSDOT and TENANT acknowledge  
17 that they have jointly examined the Leased Premises identified in **Exhibit A** attached hereto, and  
18 the TENANT accepts said Leased Premises in its present condition as of the Commencement  
19 Date of this Lease.

20           **28.     BINDING CONTRACT.** This Lease shall not become binding upon WSDOT  
21 unless and until executed for WSDOT by the Secretary of Transportation, or the duly authorized  
22 representative.

23           **29.     ATTORNEYS' FEES.** In the event of any controversy, claim, or dispute arising  
24 out of this Lease, each party shall be solely responsible for the payment of its own legal  
25 expenses, including but not limited to, attorney's fees and costs.

26           **30.     MODIFICATIONS.** This Lease contains all the agreements and conditions  
27 made between the parties hereto and may not be modified orally or in any manner other than by  
28 written amendment, signed by all authorized parties thereto.

29           **31.     INTERPRETATION.** This Lease shall be governed by and interpreted in  
30 accordance with the laws of the State of Washington. The titles to paragraphs or sections of this  
31 Lease are for convenience only and shall have no effect on the construction or interpretation of  
32 any part hereof.



1       **32. SEVERABILITY.** In case any one or more of the provisions contained in this  
2 Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such  
3 invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this  
4 Lease shall be construed as if such invalid, illegal or unenforceable provision had never been  
5 contained herein.

6       **33. VENUE.** TENANT agrees that the venue of any action or suit concerning this  
7 Lease shall be in the Thurston County Superior Court and all actions or suits thereon shall be  
8 brought therein, unless applicable law requires otherwise.

9       **34. TOTALITY OF AGREEMENT.** It is understood that no guarantees,  
10 representations, promises, or statements expressed or implied have been made by WSDOT  
11 except to the extent that the same are expressed in this Lease.

12       **35. MEMORANDUM OF LEASE.** The parties hereby agree to execute and record  
13 a memorandum of lease, if either party so requests.

14       **36. NOTICES.** Wherever in this Lease written notices are to be given or made, they  
15 will be sent by certified or overnight mail addressed to the parties at the addresses listed below,  
16 unless a different address has been designated in writing and delivered to the other party.

17               WSDOT:     DEPARTMENT OF TRANSPORTATION (Mailing Address)  
18               Attn.: Property Management Program Manager  
19               P.O. Box 47338  
20               Olympia, WA 98504-7338

21               DEPARTMENT OF TRANSPORTATION (Physical Address)  
22               Real Estate Services  
23               Attn.: Property Management Program Manager  
24               7345 Linderson Way SW  
25               Tumwater, WA 98501

26               TENANT:    CITY OF SEATTLE  
27               Department of Transportation  
28               P.O. Box 34996  
29               Seattle, WA 98124-5178  
30



1 Signatures:

Accepted and Approved by:

2  
3 CITY OF SEATTLE

WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION

4  
5  
6 By \_\_\_\_\_

By: \_\_\_\_\_

7  
8 Title \_\_\_\_\_

Cynthia Tremblay,  
Property Management Program Manager

9  
10 Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

11  
12  
13 APPROVED AS TO FORM

14  
15 By: \_\_\_\_\_

16 ANN E. SALAY

17 Assistant Attorney General

18 \_\_\_\_\_, 20\_\_\_\_



CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON )

) ss

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me  
personally appeared \_\_\_\_\_ to me known to be the  
\_\_\_\_\_ of the corporation that executed the foregoing instrument, and  
acknowledged said instrument to be the free and voluntary act and deed of said corporation, for  
the uses and purposes therein mentioned, and on oath stated that he/she was authorized to  
execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or type name)

Notary Public in and for the State of Washington  
residing at \_\_\_\_\_

My commission expires \_\_\_\_\_



WSDOT ACKNOWLEDGMENT

STATE OF WASHINGTON

)

) ss

COUNTY OF THURSTON

)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared Cynthia Tremblay, to me known to be the duly appointed Property Management Program Manager, and that she executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or type name)

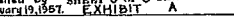
Notary Public in and for the State of Washington

residing at \_\_\_\_\_

My commission expires \_\_\_\_\_



F-099( )

[illegible]



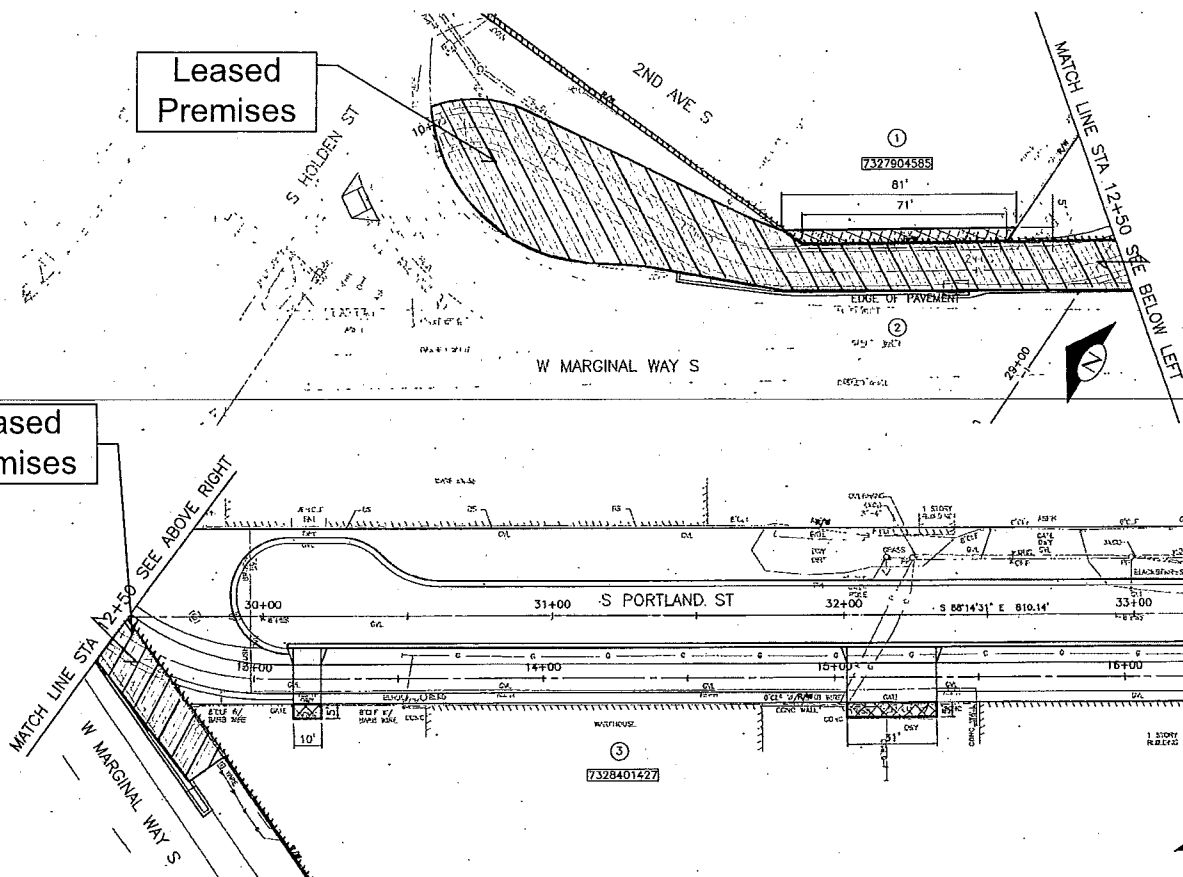
SW ¼ SECTION 29, T 24N, R 4E, W.M.

# LEGEND

- TEMPORARY CONSTRUCTION EASEMENT
- LEASE WSDOT RIGHT OF WAY
- RIGHT OF WAY LINE
- PROPERTY LINE
- 200 FT SEATTLE SHORELINE DISTRICT OFFSET
- CHAINLINK FENCE
- LIMITED ACCESS

Leased Premises

Leased Premises



**EXHIBIT B**  
 TR 01-13306  
 IC 1-17-10124  
 City of Seattle  
 Page 1 of 4 Pages

NO.	PARCEL (PARCEL NO.)	PARCEL ADDRESS	OWNERSHIP (TAXPAYER)	OWNERSHIP TOTAL AREA (SF)	TEMPORARY CONSTRUCTION EASEMENT (SF)	LEASE AREA (SF)	REMAINDER AREA (SF)
①	7327904585	7700 2ND AVE S, 98108	GINTER GARY L	55195	380.0	N/A	55195
②	N/A	N/A	WSDOT	N/A	N/A	6854	N/A
③	7328401427	230 S CHICAGO ST, 98108	MCGEE PROPERTIES INC	39000	205.0	N/A	39000

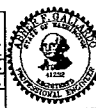


RW1  
 RIGHT OF WAY

**90% REVIEW**  
 NOT FOR CONSTRUCTION  
 MARCH 2013

APPROVED FOR ADVERTISING  
 NANCY LOCKE  
 DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES  
 SEATTLE, WASHINGTON

NAME OR INITIALS AND DATE  
 DESIGNED BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 REVISIONS AS SHOWN



City of Seattle  
**Seattle Department of Transportation**  
 ORDINANCE NO. \_\_\_\_\_  
 SCALE: H. 1"=20', V. 1"=10'

WEST DUWAMISH TRAIL

PC TS4799A  
 P/W CO TS4799C  
 VAULT PLAN NO. 774-988  
 SHEET 5 OF 39





Gretchen M. Haydel, SDOT, Leased Premises Map, EXH B to ATT A

TREE SCHEDULE

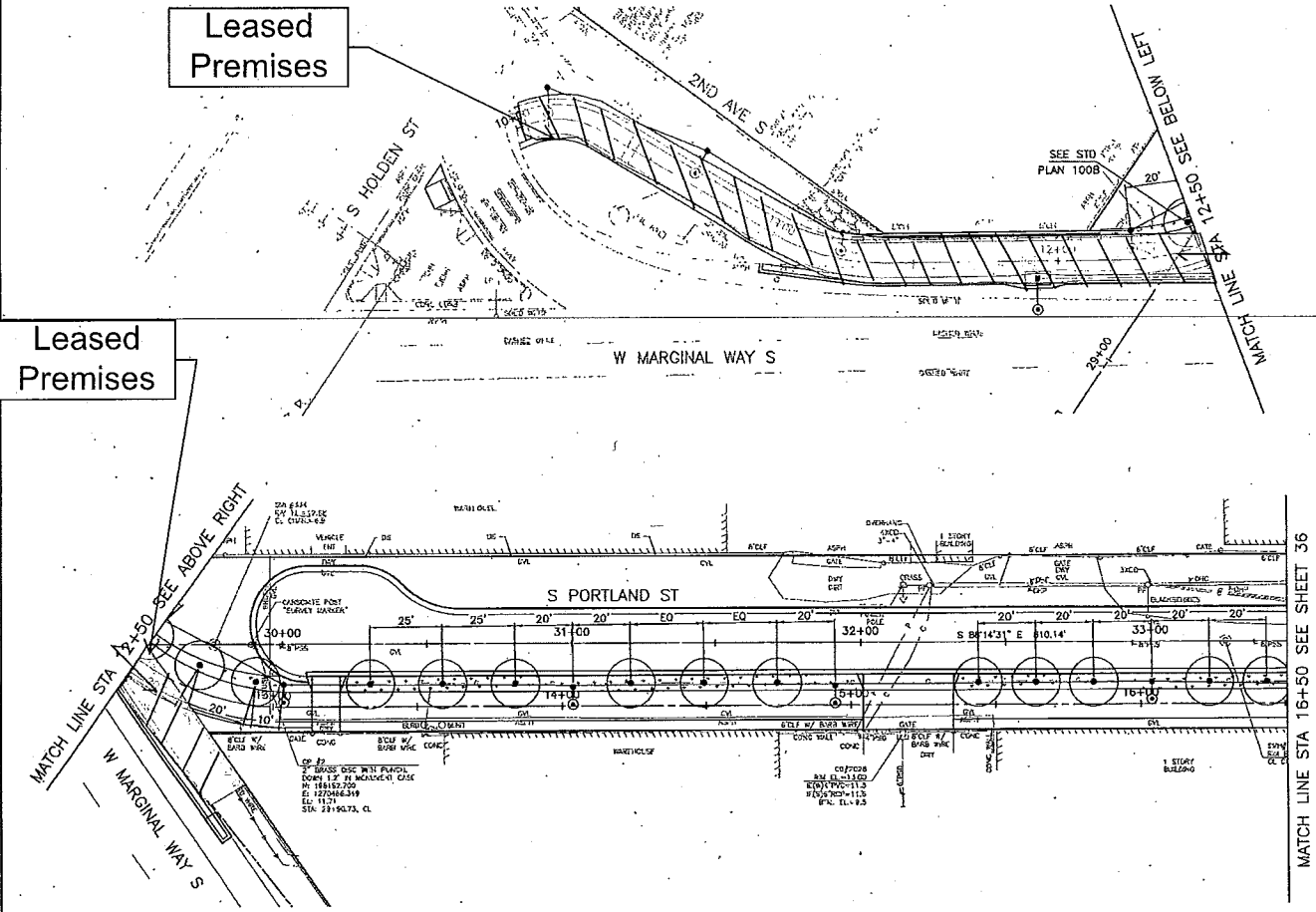
#	KEY	NAME	SIZE/CONDITION
14		ACER NIGRUM GREEN COLUMN MAPLE	2" - 2.5" CALIPER

LANDSCAPE CONSTRUCTION NOTES:

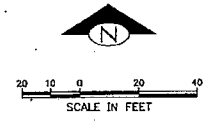
TREES IN PLANTING STRIPS:  
THE CONTRACTOR SHALL FIELD STAKE TREE LOCATIONS FOR APPROVAL BY THE ENGINEER A MINIMUM OF 3 WORKING DAYS PRIOR TO INSTALLATION.  
TREES SHALL BE INSTALLED PRIOR TO LAYOUT OF ALL OTHER PLANTS.

PLANTING LEGEND

- HYPERICUM CALYCYNUM  
1 GALLON  
18" ON CENTER
- BARK MULCH  
3" DEPTH



**EXHIBIT B**  
TR 01-13306  
IC 1-17-10124  
City of Seattle  
Page 2 of 4 Pages



LS1  
LANDSCAPING

**90% REVIEW**  
NOT FOR CONSTRUCTION  
MARCH 2013

APPROVED FOR ADVERTISING  
NANCY LOCKE  
DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES  
SEATTLE, WASHINGTON

NAME OR INITIALS AND DATE  
DESIGNED BY: \_\_\_\_\_  
CHECKED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_  
REVIEWED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_  
REVISOR'S NAME: \_\_\_\_\_  
REVISOR'S DATE: \_\_\_\_\_



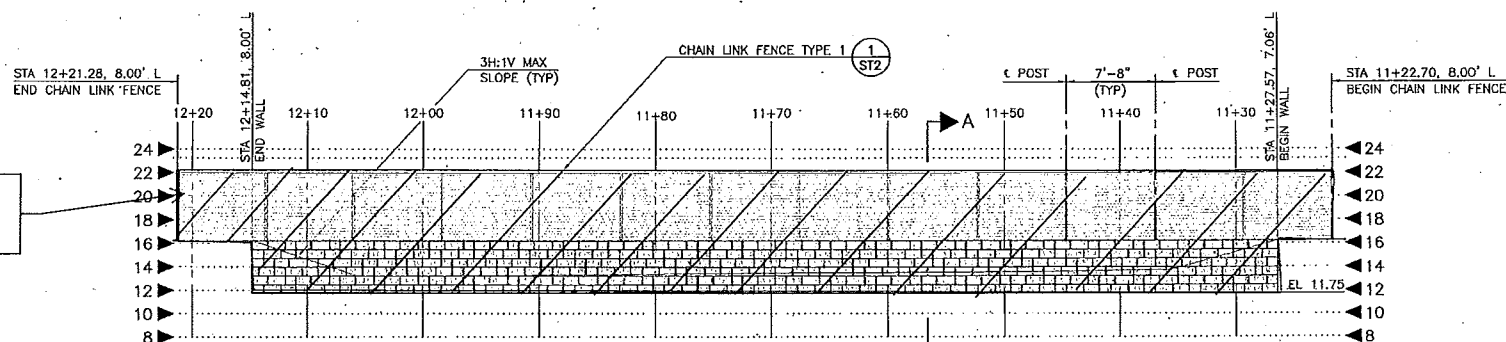
STATE OF WASHINGTON  
REGISTERED  
LANDSCAPE ARCHITECT  
SHANE E. DEWOLD  
CITY OF SEATTLE NO. 475

City of Seattle  
**Seattle Department of Transportation**  
ORDINANCE NO. \_\_\_\_\_  
FUND: \_\_\_\_\_  
SCALE: H. 1"=20', V. 1"=10'

WEST DUWAMISH TRAIL

PC TS4799A  
R/W TS4799C  
CD 774-988  
SHEET 35 OF 39

CITY OF SEATTLE  
CLERK



ELEVATION - WALL  
(LOOKING WEST)  
SCALE: 1"=5'

**STRUCTURAL NOTES:**  
UNLESS OTHERWISE NOTED ON THE DRAWINGS:

DESIGN CRITERIA:

LIVE LOAD: 250 PSF

BEARING PRESSURE: MAXIMUM ALLOWABLE BEARING PRESSURE = 1500 PSF

MINIMUM FACTOR OF SAFETY (FOS):

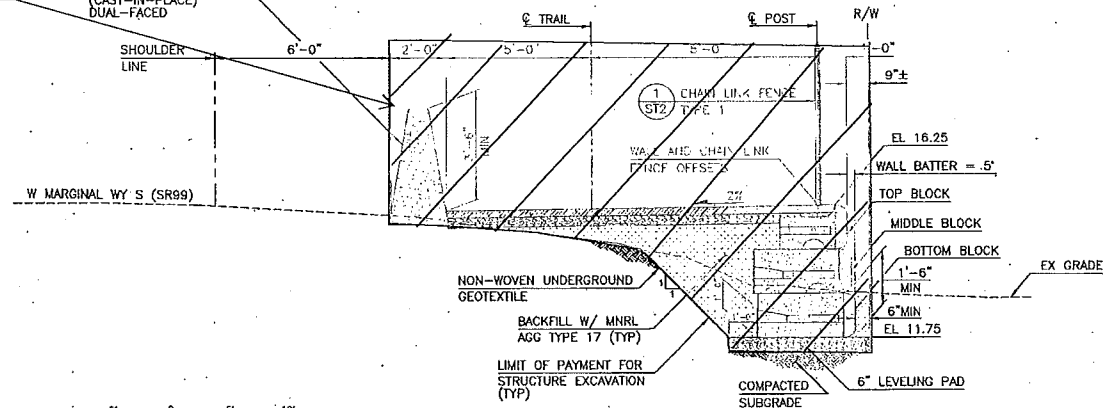
OVERTURNING = 2.00

SLIDING = 1.50

BEARING = 3.00

Leased  
Premises

WSDOT SINGLE-SLOPE  
CONCRETE BARRIER  
(CAST-IN-PLACE)  
DUAL-FACED



SECTION A-A  
SCALE: 1/2"=1'-0"

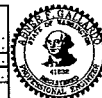
**EXHIBIT B**  
TR 01-13306  
IC 1-17-10124  
City of Seattle  
Page 3 of 4 Pages

CALL 2 WORKING DAYS  
BEFORE YOU DIG  
1-800-424-5555

**90% REVIEW**  
NOT FOR CONSTRUCTION  
SEPTEMBER 2013

APPROVED FOR ADVERTISING  
NANCY LOCKE  
DEPARTMENT OF PARKS & ADMINISTRATIVE SERVICES  
SEATTLE, WASHINGTON

NAME OR INITIALS AND DATE  
DESIGNED: RL  
CHECKED: VM  
DRAWN: RL  
CHECKED: VM



City of Seattle  
**Seattle Department  
of Transportation**  
ORDINANCE NO. 115000  
APPROVED: [Signature]  
TURNS: [Signature]

WALL ELEVATION & SECTION A-A  
**WEST DUWAMISH TRAIL**

PC TS4799A  
R/W  
CO TS4798C  
VALL PLAN NO.  
774-98  
SHEET 38 OF 39



**FISCAL NOTE FOR CAPITAL PROJECTS ONLY**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>CBO Analyst/Phone:</b>
Department of Transportation	Larry Huggins/684-5001	Christie Parker/4-5211

**Legislation Title:**

AN ORDINANCE relating to the West Duwamish Trail project; and authorizing the Director of Transportation to sign a lease with the Washington State Department of Transportation for City construction, operation, and maintenance of a portion of the West Duwamish Trail on State property.

**Summary and background of the Legislation:**

This legislation authorizes the City of Seattle to enter into a trail lease agreement with the State of Washington for the City's construction, operation, and maintenance of the portion of the West Duwamish Trail (the "Trail") on State property in connection with the West Duwamish Trail project (the "Project").

The 2008 Parks and Green Spaces Levy allocated \$2 million dollars for the extension of the existing Duwamish Bicycle Trail, which starts in Seattle near the lighthouse on Alki Point, travels south on Alki Avenue Southwest to Harbor Avenue Southwest to Southwest Spokane Street South, goes east on Southwest Spokane Street to West Marginal Way (SR 99), and south on West Marginal Way terminating at 2<sup>nd</sup> Avenue South and South Holden Street. This trail has been in existence for some time.

This Project will construct a multi-purpose trail beginning from 2<sup>nd</sup> Avenue South and South Holden Street to 8<sup>th</sup> Avenue South. The Project extends the Duwamish Bicycle Trail from the terminus now at 2<sup>nd</sup> Avenue South and South Holden Street and will travel south on the east side of West Marginal Way to South Portland Street; it will also travel east from 2<sup>nd</sup> Avenue South to 8<sup>th</sup> Avenue South on South Portland Street as a separated trail. It will change to sharrows at the corner of South Portland and 8<sup>th</sup> Avenue South to South Chicago Street and connect to the existing sharrows on 8<sup>th</sup> Avenue South.

The goal of this Project is to create a linear park connection, including bicycle and trail improvements, along the Duwamish River, including the Riverside Park. The Trail will be designed, landscaped, and paved for multiple uses. The Trail will connect to the existing Duwamish Bicycle Trail with future connections planned for the Burke Gilman Trail and the Green River Trail.

Project Name:	Project I.D.:	Project Location:	Start Date:	End Date:
West Duwamish Trail	TC367130	TBD	Q1/2010	Q4/2017

Please check any of the following that apply:

☐ This legislation creates, funds, or anticipates a new CIP Project.

☐ This legislation does not have any financial implications.

☒ This legislation has financial implications.

#### Appropriations:

Fund Name and Number	Department	Budget Control Level*	Existing 2013 Appropriation	New 2013 Appropriation (if any)	2014 Anticipated Appropriation
<b>TOTAL</b>					

\*See budget book to obtain the appropriate Budget Control Level for your department.

Appropriations Notes: Appropriations to support this legislation were made in the Adopted 2014 Budget.

#### Spending Plan and Future Appropriations for Capital Projects:

Spending Plan and Budget	2013	2014	2015	2016	2017	2018	Total
Spending Plan							
Current Year Appropriation							
Future Appropriations							

Spending Plan and Budget Notes: The spending plan and future anticipated appropriations are in the Adopted 2014 Budget.

#### Funding Source:

Funding Source (Fund Name and Number, if applicable)	2013	2014	2015	2016	2017	2018	Total
<b>TOTAL</b>							

Funding Source Notes: Funding sources to support this legislation are in the Adopted 2014



Budget.

**Bond Financing Required:**

Type	Amount	Assumed Interest Rate	Term	Timing	Expected Annual Debt Service/Payment
N/A					
<b>TOTAL</b>					

Bond Notes:

**Uses and Sources for Operation and Maintenance Costs for the Project:**

O&M	2013	2014	2015	2016	2017	2018	Total
<b>Uses</b>							
Start Up	0	0	0	0	0	0	0
On-going	\$1,500	\$1,500	\$1,500	\$1,500	\$1,600	\$1,700	\$9,300
<b>Sources (itemize)</b>							

Operation and Maintenance Notes: Costs will be supported within the existing trail maintenance budget.

**Periodic Major Maintenance Costs for the Project:**

(Estimate capital cost of performing periodic maintenance over life of facility. Please identify major work items, frequency.)

Major Maintenance Item	Frequency	Cost	Likely Funding Source
Asphalt Overlay	20 years	\$50K	Capital Funds
<b>TOTAL</b>			

**Funding sources for replacement of project:** n/a

**Total Regular Positions Created, Modified, or Abrogated through this Legislation, Including FTE Impact:**

Position Title and Department*	Position # for Existing Positions	Fund Name & #	PT/FT	2013 Positions	2013 FTE	2014 Positions **	2014 FTE **
n/a							
<b>TOTAL</b>							

\* List each position separately

\*\* 2014 positions and FTE are total 2014 position changes resulting from this legislation, not incremental

*changes. Therefore, under 2014, please be sure to include any continuing positions from 2013.*

Position Notes:

**Do positions sunset in the future? No.**

**Other Implications:**

**a) Does the legislation have indirect financial implications, or long-term implications?**

This legislation obligates the City to maintain the trail in good working order on WSDOT property. This would involve maintaining the paving and fencing.

**b) What is the financial cost of not implementing the legislation?**

If the legislation is not implemented, it would force SDOT to relocate the West Duwamish Trail to South Holden Street, which is a much less desirable alternative. This change presents the real potential of putting the City into conflict with land owners on an alternative route. The same potential conflict exists with the bicycle, pedestrian, and freight boards.

**c) Does this legislation affect any departments besides the originating department?**

It is not anticipated that the legislation will affect any other department.

**d) What are the possible alternatives to the legislation that could achieve the same or similar objectives?**

The alternative would be to relocate the trail to South Holden Street, which is much less desirable due to conflicts with landowners.

**e) Is a public hearing required for this legislation?**

No.

**f) Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**

No.

**g) Does this legislation affect a piece of property?**

No.

**h) Other Issues:**



**List attachments to the fiscal note below:**

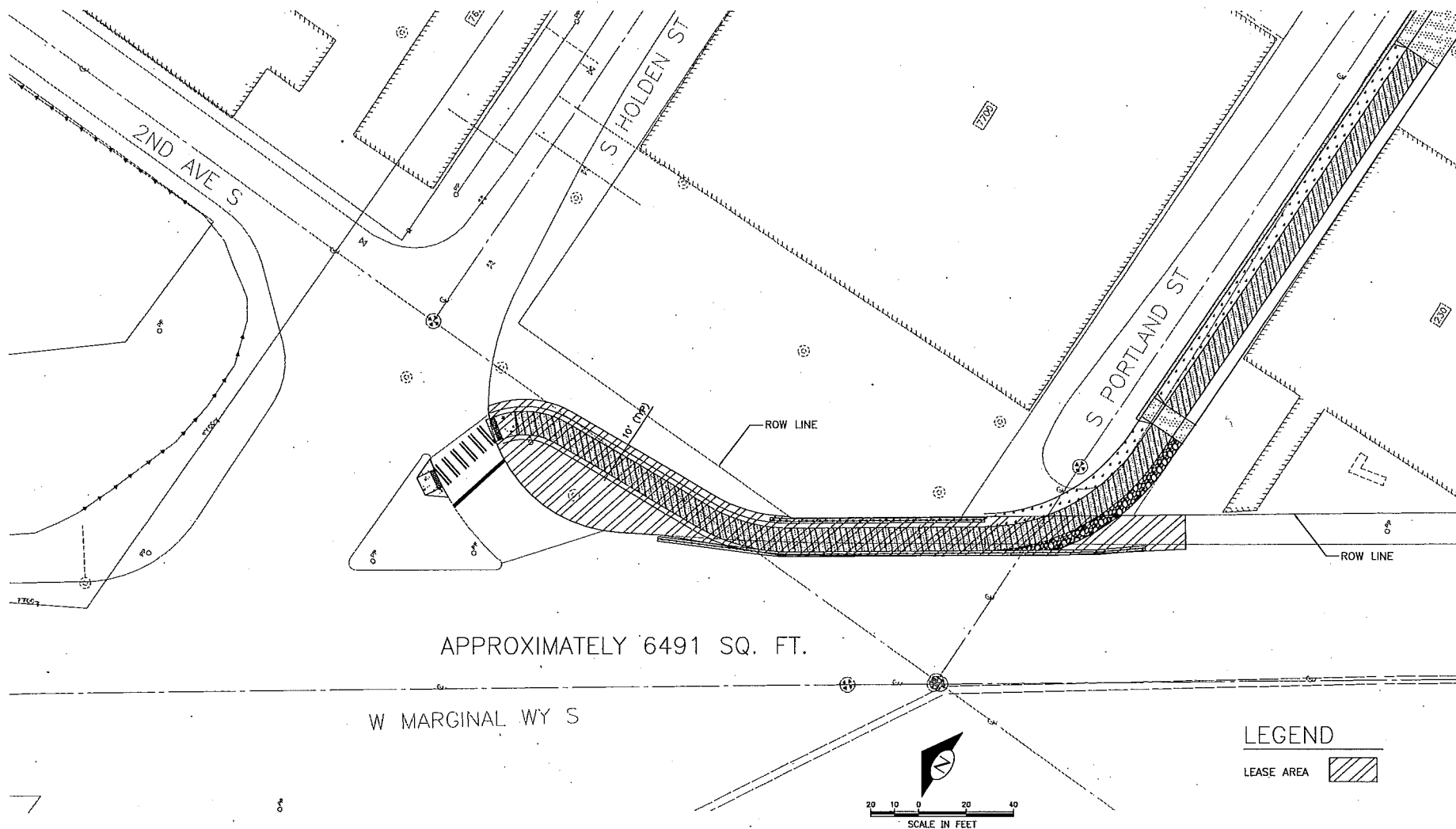
Attachment A: WSDOT ROW Exhibit – Lease Area

Attachment B: Project Area Map

Attachment C: Vicinity Map







**30% REVIEW**  
NOT FOR CONSTRUCTION  
NOVEMBER, 2012

APPROVED FOR ADVERTISING  
NANCY LOCKE  
DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES  
SEATTLE, WASHINGTON 20  
BRI  
PURCHASING & CONTRACTING SERVICES DIRECTOR

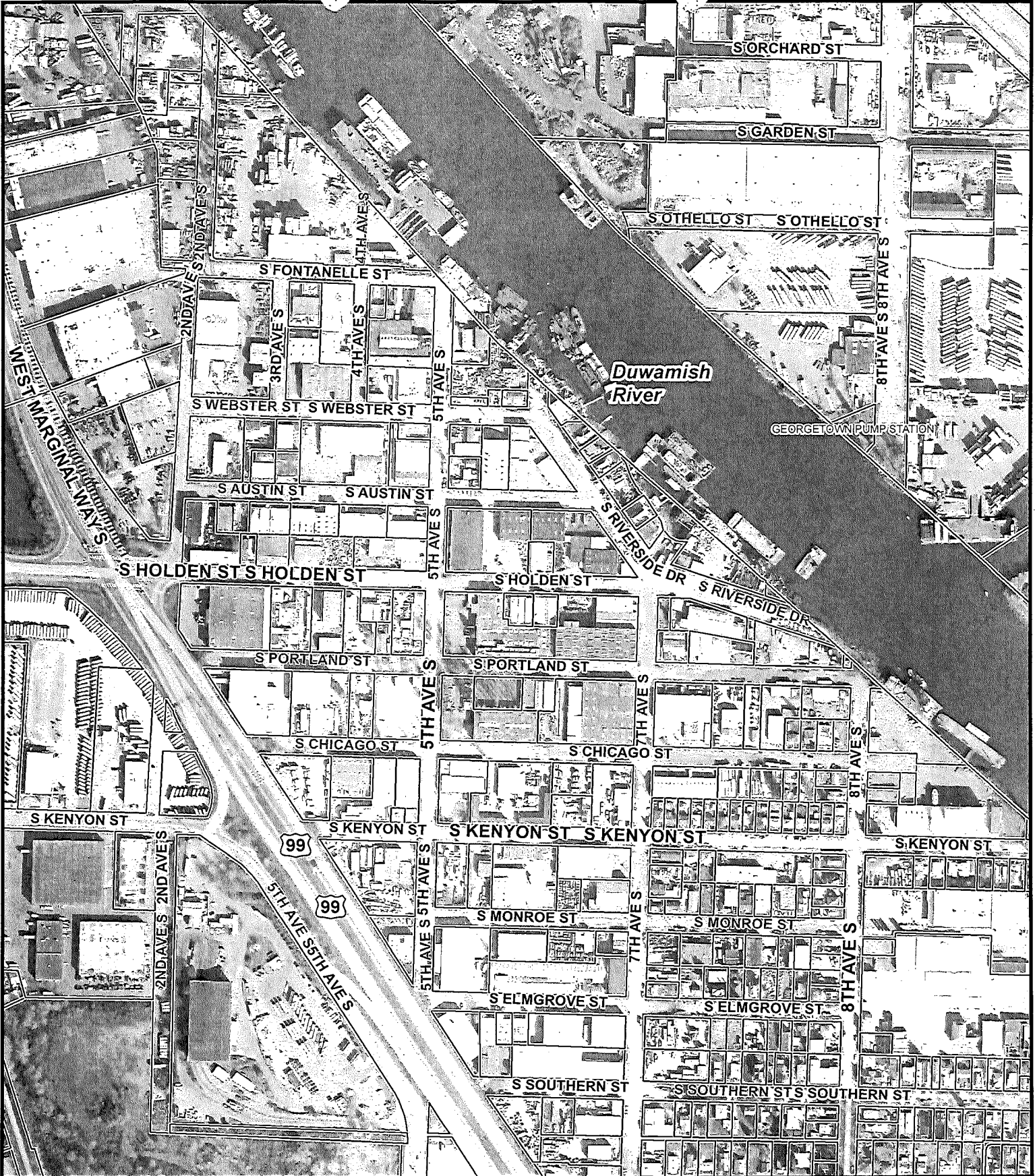
NAME OR INITIALS AND DATE		INITIALS AND DATE	
DESIGNED BY	REVIEWED	DES.	CONST.
CHECKED	SDOT	SDOT	PROJ. MGR.
DRAWN	KE	REVIEWED	
CHECKED		REVISED AS BUILT	

ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SEATTLE STANDARD PLANS AND SPECIFICATIONS AND OTHER DOCUMENTS CALLED FOR IN SECTION 6-2.0 OF THE PROJECT MANUAL.

City of Seattle  
**Seattle Department of Transportation**  
ORDINANCE NO. ... APPROVED ...  
FUND: ...  
SCALE: H. 1"=20', V. 1"=10' INSPECTOR'S BOOK, ...

WSDOT ROW EXHIBIT  
**WEST DUWAMISH TRAIL**  
PC  
R/W  
CO  
VAULT PLAN NO.  
SHEET 1 OF 1





## West Duwamish Trail Project Area



Feet

400

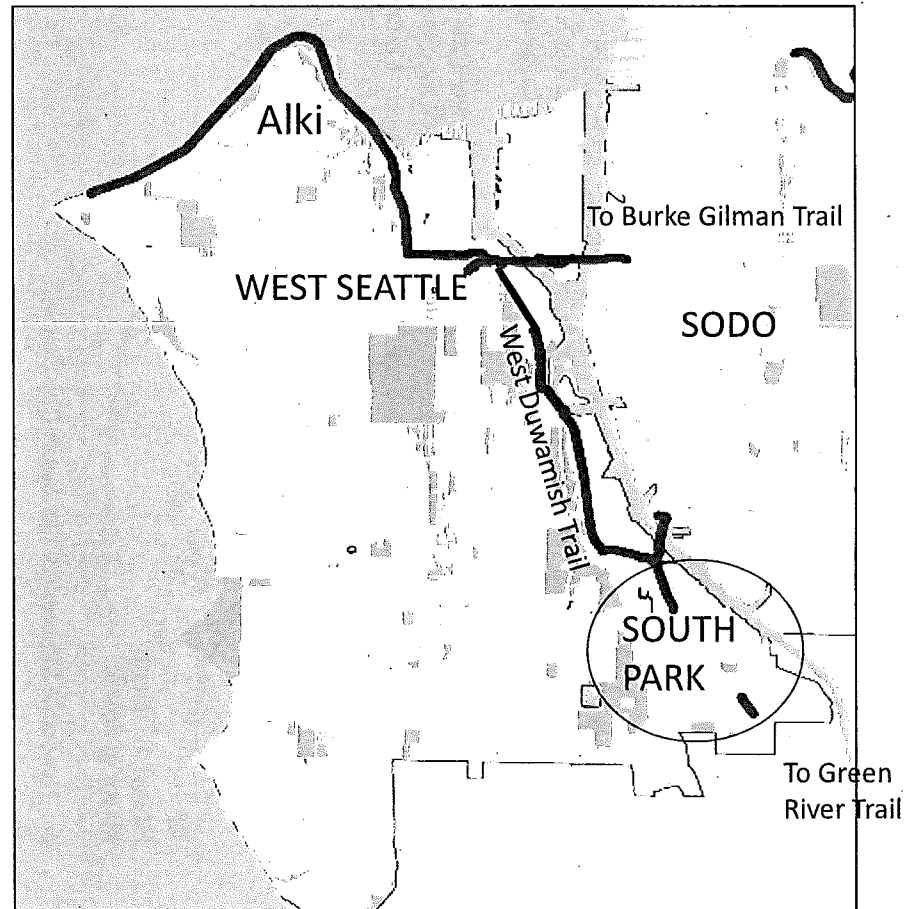
©2009, THE CITY OF SEATTLE. All rights reserved. No warranties of any sort, including accuracy, fitness or merchantability, accompany this product.  
Coordinate System: State Plane, NAD83-91, Washington North Zone | Vertical Datum: North American Vertical datum of 1988 (NAVD88)  
Produced by the Seattle Public Utilities - ITGIS

See map legend on separate page.



# West Duwamish Trail

The project will be an extension of the existing trail, future connections to Burke Gilman and Green River Trail





City of Seattle  
Edward B. Murray  
Mayor

February 18, 2014

Honorable Tim Burgess  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor

Dear Council President Burgess:

I am pleased to transmit the attached proposed Council Bill authorizing the City of Seattle to enter into a trail lease agreement with the Washington State Department of Transportation (the "State") in connection with the West Duwamish Trail. Pursuant to the lease, the City will construct, operate, and maintain the trail segment on State property.

The goal of this project is to create a linear park connection along the Duwamish River, including the Riverside Park. The trail will be designed, landscaped, and paved for multiple uses. The trail will connect to the existing Duwamish Bicycle Trail with future connections planned for the Burke Gilman Trail and the Green River Trail.

The West Duwamish Trail provides an amenity for residents, workers, and visitors in the South Park neighborhood; it also preserves and maintains truck accesses to adjacent businesses. Thank you for your consideration of this legislation. Should you have questions, please contact Larry Huggins at (206) 684-5001.

Sincerely,

Edward B. Murray  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

