

ORDINANCE No. 117357

*129* *Law Department*

Council Bill NO 110340

AN ORDINANCE authorizing an interlocal agreement with the Port of Seattle for the construction, operation, and maintenance of a short stay moorage facility on the central waterfront.

The City of Seattle--Legislative Department

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

*Pass 4-0*

*Full Council vote 8-0*

*Veronica Guide*

Committee Chair

**OK**

COMPTROLLER FILE No. \_\_\_\_\_

Introduced: <u>SEP 12 1994</u>	By: <u>CHOE</u>
Referred: <u>SEP 12 1994</u>	To: <u>TRANSPORTATION AND ECONOMIC DEVELOPMENT</u>
Referred:	To:
Reported: <u>OCT 2 4 1994</u>	Second Reading: <u>OCT 2 4 1994</u>
Third Reading: <u>OCT 2 4 1994</u>	Signed: <u>OCT 2 4 1994</u>
Presented to Mayor: <u>OCT 2 5 1994</u>	Approved: <u>OCT 2 8 1994</u>
Returned to City Clerk: <u>OCT 3 1 1994</u>	Published:
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

RECEIVED OMB  
SEP 02 1994

ORDINANCE 117357

AN ORDINANCE authorizing an interlocal agreement with the Port of Seattle for the construction, operation, and maintenance of a short stay moorage facility on the central waterfront.

WHEREAS, pursuant to Ordinance 114390, the City entered into a memorandum of understanding with the Port of Seattle and the Department of Natural Resources for the State of Washington for the development of a public moorage facility; and

WHEREAS, the City and the Port are now ready to enter into a long-term agreement for the construction, operation and maintenance of a short stay moorage facility on the central waterfront; Now, therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The mayor is authorized to enter into an agreement with the Port of Seattle substantially in the form attached hereto for the construction, operation and maintenance of a short stay moorage facility.

Section 2. Funding for the payments required by the agreement authorized in Section 1 shall be made by separate ordinance.

Section 3. Any acts consistent with and prior to the effective date of this ordinance are hereby ratified and confirmed.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

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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 the 24 day of October, 1994, and signed by me in open session in authentication of its passage this 24 day of October, 1994.

[Signature]  
President of the City Council

Approved by me this 20 day of October, 1994.

[Signature]  
Mayor

Filed by me this 31 day of October, 1994.

[Signature]  
City Clerk

(Seal)

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MEMORANDUM OF UNDERSTANDING

Ord 117357

THIS MEMORANDUM OF UNDERSTANDING is executed this 21<sup>st</sup> day of November, 1994, by the PORT OF SEATTLE ("Port") acting through its Executive Director, and the CITY OF SEATTLE ("City") acting through the Mayor of Seattle.

WHEREAS, the Washington State Department of Natural Resources ("DNR"), the City, and the Port, on the 11th day of September, 1987, executed a general Memorandum of Understanding stating the intent to work together to establish policies and objectives for the development of the harborfront, and specifically to develop an implementation strategy for a multi-use public moorage facility between Piers 63 and 66; and

WHEREAS, the Port then undertook further studies and developed additional design concepts for the public moorage facility; and

WHEREAS, the DNR, the City, and the Port, on the 1st day of November, 1989, executed a second Memorandum of Understanding outlining the parties' financial responsibilities for the public moorage facility, along with basic design and operating provisions for the facility; and

WHEREAS, the November 1, 1989 Memorandum of Understanding provided that: (1) the parties would develop a written agreement on the final design, final cost estimate, and financial contributions of the parties, and (2) that a formula would be determined for the City and the Port to share in the funding of major maintenance of the public moorage facility in the event that moorage revenues were not adequate to fund such maintenance; and

WHEREAS, the parties recognize the continuing desirability of a public moorage facility on the Seattle harborfront;

NOW, THEREFORE, the parties agree as follows:

1. The parties approve the final moorage design as reflected in the building permit application for the facility filed October 12, 1993, with the City of Seattle Department of Construction and Land Use, and the parties authorize the Port and the Port agrees to construct the facility in accordance with the issued building permit.

2. The parties shall make the following financial contributions to the public moorage facility, and this provision shall substitute for the "equal contributions" referenced in Item 2, page 2, of the November 1, 1989 Memorandum of Understanding. DNR has already approved and allocated revenues of \$1.6 million towards the facility, with the possibility of additional monies through subsequent IAC funding applications. The City shall pay to the Port the sum of \$1.7 million for the construction of the public moorage facility. The City shall endeavor to obtain prompt appropriation action by the City Council, in recognition of the project schedule. Within 60 days of a request from the Port, the City shall make payment in full to the Port of the \$1.7 million, provided that said request from the Port shall not be made prior to 60 days from the date this Memorandum of Understanding is executed. The Port shall provide all the remaining funds necessary for the construction of the project. The financial contributions

from the City and DNR are fixed, even if the total facility cost increases beyond current cost estimates.

3. The Port shall be responsible for the selection of contractors and subcontractors for construction of the public moorage facility, shall have full responsibility for construction of the facility, and shall own the facility and all improvements thereon.

4. As stated in Item 8, page 3 of the November 3, 1989 Memorandum of Understanding, the Port shall be responsible for operating and maintaining the public moorage facility at a level comparable to similar first-class facilities in the region. The Port Marine Division, Harbor Operations, or its designee shall manage the public moorage facility on behalf of the Port.

5. The Port shall determine the market rate to be charged for transient moorage, taking into account the prevailing market rate for similar services and facilities, annual operating costs, and funding of the major maintenance fund described below. Revenues shall first be applied to support administration and ongoing maintenance of the public moorage facility. Any excess revenues shall be directed by the Port to a major maintenance fund for the wave board, moorage floats, and harbormaster building. All earnings on the major maintenance fund shall become part of the fund. The Port shall submit to the City an annual report on the actual moorage revenues, operating expenses, and major maintenance expenses, and the status of the major maintenance fund. In addition, the annual report shall include a comparison of actual revenues and expenses in relation to prior forecasts, an assessment of future major maintenance needs, and an updated forecast of the projected fund balance.

6. As stated in Item 11, page 3 of the November 1, 1989 Memorandum of Understanding, if revenues from the public moorage facility deposited in the major maintenance fund pursuant to Paragraph 5 above are not adequate to fund major maintenance, then the City and the Port shall share major maintenance costs over the life of the facility, provided that the City's contribution toward major maintenance costs of the facility shall not exceed a total of: 1) \$300,000 (in 1994 dollars) during the ten-year period following commencement of facility operations, with said commencement currently planned for June 1996; 2) \$525,000 (in 1994 dollars) during the second ten-year period of facility operations, and 3) \$1.5 million (in 1994 dollars) during the five-year period following the second ten-year term; provided further, however, that if the City's share of major maintenance costs as determined according to the formula below in this subsection is projected to exceed any of these limits, then the City and the Port as partners in the facility shall in good faith consider whether circumstances require that these limitations be waived. Within a reasonable time prior to expiration of the 25-year period of facility operations, the City and the Port shall review and set appropriate contribution levels for major maintenance of the facility beyond the 25-year period. "Major maintenance costs" shall be defined as substantial repairs or replacement of the wave board, moorage floats, and harbormaster building, including all pilings associated with these structures; provided, however, that "major maintenance costs" shall not include repairs or replacement of the aforementioned facilities resulting from the negligence of or misuse of the facility by the Port, the City, or third parties. To the extent that major maintenance costs in any given year exceed funds in the major maintenance fund, the Port shall pay for 70% of such excess major maintenance costs, and the City shall pay the remaining 30%. Notice of the City shall be provided by the Port two budget years in advance of the City's need to appropriate funds for major maintenance of the public moorage facility. The City shall have the right to review major maintenance plans for which

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City funds are requested. Major maintenance costs shall be evaluated at least every 10 years, or sooner if warranted in the judgment of the Port or the City.

7. In the event the City does not agree with the major maintenance plans for which City funds are requested, the City, no later than 30 days after receiving the Port's major maintenance plans, shall provide the Port written notice of said disagreement and request to have the matter reviewed and determined by the Dispute Resolution Board ("Board"). For purposes of this Agreement, the Board shall be constituted of three members acting solely to resolve disagreements between the City and Port regarding major maintenance of the public moorage facility. The three Board members shall be appointed as needed, as follows: one Port employee, one City employee, and a third member selected by joint agreement of the other two members; provided that, said third Board member shall have expertise in the area of marina construction and/or maintenance; and provided further, the City and Port shall each be responsible for all costs associated with their respective employees' work on the Board, and shall share equally all costs associated with the third member's work on the Board. Following its review of the matter, but no later than sixty (60) days after the City's request for review, the Board shall issue its determination. The Board's determination shall be binding on the parties; provided that, in the event the effect of the Board's determination is to reduce the extent of major maintenance recommended by the Port, the Port may nevertheless undertake its original plans for major maintenance so long as all costs incurred in excess of the costs included in the Board's major maintenance determination shall be financed solely by the use of Port funds, other than funds in the major maintenance fund.

8. Any future changes to the design of the public moorage facility are the Port's sole responsibility. The City will not have any ongoing obligation to the public moorage facility, except that the City would share in major maintenance costs as described in Paragraph 6 above, associated with the public moorage facility design described in Paragraph 1 above.

PORT OF SEATTLE

By M. R. Dinsmore  
M. R. Dinsmore  
Its Executive Director

CITY OF SEATTLE

By Norman B. Rice  
Norman B. Rice  
Its Mayor

• H I L L I S   C L A R K   M A R T I N   &   P E T E R S O N   •

A Professional Service Corporation  
500 Galland Building, 1221 Second Avenue  
Seattle, Washington 98101-2925  
(206) 623-1745 Facsimile (206) 623-7789

October 18, 1994

**Hand Delivered**

Mr. Ed Murray  
Councilmember Martha Choe's Office  
Seattle City Council  
Seattle Municipal Building, 11th Floor  
600 Fourth Avenue  
Seattle, Washington 98104-1876

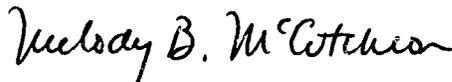
Re: Final Memorandum of Understanding for Public Short  
Stay Moorage Facility

Dear Mr. Murray:

Enclosed is the final version of the Memorandum of Understanding ("MOU") for the public short stay moorage facility on the central waterfront. This version reflects the changes made at the Committee meeting this morning, and it has also been reviewed and approved by Rodney Eng in the City's Law Department.

It is our understanding that the MOU is now ready to go into the legislation folder for consideration at next Monday's meeting of the full Council. If you have any questions in the meantime, please do not hesitate to call me. Thank you for your assistance with this matter.

Very truly yours,



Melody B. McCutcheon

MBM:lcp  
Enclosure  
cc w/Encl: Councilmember Tom Weeks  
Denice Hunt  
Elaine Marklund  
Michael Popiwny

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## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is executed this \_\_\_\_ day of \_\_\_\_\_, 1994, by the PORT OF SEATTLE ("Port") acting through its Executive Director, and the CITY OF SEATTLE ("City") acting through the Mayor of Seattle.

WHEREAS, the Washington State Department of Natural Resources ("DNR"), the City, and the Port, on the 11th day of September, 1987, executed a general Memorandum of Understanding stating the intent to work together to establish policies and objectives for the development of the harborfront, and specifically to develop an implementation strategy for a multi-use public moorage facility between Piers 63 and 66; and

WHEREAS, the Port then undertook further studies and developed additional design concepts for the public moorage facility; and

WHEREAS, the DNR, the City, and the Port, on the 1st day of November, 1989, executed a second Memorandum of Understanding outlining the parties' financial responsibilities for the public moorage facility, along with basic design and operating provisions for the facility; and

WHEREAS, the November 1, 1989 Memorandum of Understanding provided that: (1) the parties would develop a written agreement on the final design, final cost estimate, and financial contributions of the parties, and (2) that a formula would be determined for the City and the Port to share in the funding of major maintenance of the public moorage facility in the event that moorage revenues were not adequate to fund such maintenance; and

WHEREAS, the parties recognize the continuing desirability of a public moorage facility on the Seattle harborfront;

NOW, THEREFORE, the parties agree as follows:

1. The parties approve the final moorage design as reflected in the building permit application for the facility filed October 12, 1993, with the City of Seattle Department of Construction and Land Use, and the parties authorize the Port and the Port agrees to construct the facility in accordance with the issued building permit.

2. The parties shall make the following financial contributions to the public moorage facility, and this provision shall substitute for the "equal contributions" referenced in Item 2, page 2, of the November 1, 1989 Memorandum of Understanding. DNR has already approved and allocated revenues of \$1.6 million towards the facility, with the possibility of additional monies through subsequent IAC funding applications. The City shall pay to the Port the sum of \$1.7 million for the construction of the public moorage facility. The City shall endeavor to obtain prompt appropriation action by the City Council, in recognition of the project schedule. Within 60 days of a request from the Port, the City shall make payment in full to the Port of the \$1.7 million, provided that said request from the Port shall not be made prior to 60 days from the date this Memorandum of Understanding is executed. The Port shall provide all the remaining funds necessary for the construction of the project. The financial contributions

from the City and DNR are fixed, even if the total facility cost increases beyond current cost estimates.

3. The Port shall be responsible for the selection of contractors and subcontractors for construction of the public moorage facility, shall have full responsibility for construction of the facility, and shall own the facility and all improvements thereon.

4. As stated in Item 8, page 3 of the November 3, 1989 Memorandum of Understanding, the Port shall be responsible for operating and maintaining the public moorage facility at a level comparable to similar first-class facilities in the region. The Port Marine Division, Harbor Operations, or its designee shall manage the public moorage facility on behalf of the Port.

5. The Port shall determine the market rate to be charged for transient moorage, taking into account the prevailing market rate for similar services and facilities, annual operating costs, and funding of the major maintenance fund described below. Revenues shall first be applied to support administration and ongoing maintenance of the public moorage facility. Any excess revenues shall be directed by the Port to a major maintenance fund for the wave board, moorage floats, and harbormaster building. All earnings on the major maintenance fund shall become part of the fund. The Port shall submit to the City an annual report on the actual moorage revenues, operating expenses, and major maintenance expenses, and the status of the major maintenance fund. In addition, the annual report shall include a comparison of actual revenues and expenses in relation to prior forecasts, an assessment of future major maintenance needs, and an updated forecast of the projected fund balance.

6. As stated in Item 11, page 3 of the November 1, 1989 Memorandum of Understanding, if revenues from the public moorage facility deposited in the major maintenance fund pursuant to Paragraph 5 above are not adequate to fund major maintenance, then the City and the Port shall share major maintenance costs over the life of the facility, provided that the City's contribution toward major maintenance costs of the facility shall not exceed a total of: 1) \$300,000 (in 1994 dollars) during the ten-year period following commencement of facility operations, with said commencement currently planned for June 1996; 2) \$525,000 (in 1994 dollars) during the second ten-year period of facility operations, and 3) \$1.5 million (in 1994 dollars) during the five-year period following the second ten-year term; provided further, however, that if the City's share of major maintenance costs as determined according to the formula below in this subsection is projected to exceed any of these limits, then the City and the Port as partners in the facility shall in good faith consider whether circumstances require that these limitations be waived. Within a reasonable time prior to expiration of the 25-year period of facility operations, the City and the Port shall review and set appropriate contribution levels for major maintenance of the facility beyond the 25-year period. "Major maintenance costs" shall be defined as substantial repairs or replacement of the wave board, moorage floats, and harbormaster building, including all pilings associated with these structures; provided, however, that "major maintenance costs" shall not include repairs or replacement of the aforementioned facilities resulting from the negligence of or misuse of the facility by the Port, the City, or third parties. To the extent that major maintenance costs in any given year exceed funds in the major maintenance fund, the Port shall pay for 70% of such excess major maintenance costs, and the City shall pay the remaining 30%. Notice to the City shall be provided by the Port two budget years in advance of the City's need to appropriate funds for major maintenance of the public moorage facility. The City shall have the right to review major maintenance plans for which

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PORT OF SEATTLE

By \_\_\_\_\_  
M. R. Dinsmore  
Its Executive Director

CITY OF SEATTLE

By \_\_\_\_\_  
Norman B. Rice  
Its Mayor

Office of the Mayor  
City of Seattle

Norman B. Rice, Mayor



Sept. 2, 1994

RECEIVED

SEP 06 1994

TO: Martha Choe  
FROM: Denice Hunt *Denice*  
subject: Short Stay Moorage

COUNCILMEMBER MARTHA CHOE

The Ordinance for the City/Port Memorandum of Understanding on the Short Stay Moorage facility has been prepared. The expected date for Transportation Committee approval is September 20. If you would like help briefing other City Council members on the ordinance, Elaine Markland (OMB), and I will be happy to help. Give me a call at 4-5023. ( Draft copies attached).

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed this \_\_\_\_ day of \_\_\_\_\_, 1994, by the Port of Seattle ("Port") acting through its Executive Director, and the City of Seattle ("City") acting through the Mayor of Seattle.

WHEREAS, the Washington State Department of Natural Resources ("DNR"), the City and the Port, on the 11th day of September, 1987, executed a general Memorandum of Understanding stating the intent to work together to establish policies and objectives for the development of the harborfront, and specifically to develop an implementation strategy for a multi-use public moorage facility between Piers 63 and 66; and

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WHEREAS, the parties recognize the continuing desirability of a public moorage facility on the Seattle harborfront;

NOW, THEREFORE, the parties agree as follows

1. The parties approve the final moorage design as reflected in the building permit application for the facility filed October 12, 1993, with the City of Seattle Department of Construction and Land Use, and the parties

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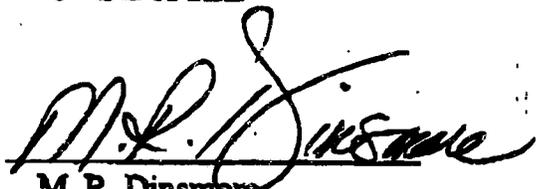
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submit to the City an annual report on the moorage revenues and operating expenses and the status of the major maintenance fund.

6. As stated in Item 11, page 3 of the November 1, 1989, Memorandum of Understanding, if revenues from the public moorage facility deposited in the major maintenance fund pursuant to Paragraph 5 above are not adequate to fund major maintenance, then the City and the Port shall share major maintenance costs over the life of the facility. "Major maintenance costs" shall be defined as substantial repairs or replacement of the wave board, moorage floats, and harbormaster building, including all pilings associated with these structures; provided, however, that "major maintenance costs" shall not include repairs or replacement of the aforementioned facilities resulting from the negligence of or misuse of the facilities by the Port, the City or third parties. To the extent that major maintenance costs in any given year exceed funds in the major maintenance fund, the Port shall pay for 70% of such excess major maintenance costs, and the City shall pay the remaining 30%. Notice to the City shall be provided by the Port two budget years in advance of the City's need to appropriate funds for major maintenance of the public moorage facility. The City shall have the right to review major maintenance plans for which City funds are requested. Major maintenance costs shall be evaluated at least every 10 years, or sooner if warranted in the judgment of the Port or the City.

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PORT OF SEATTLE

By: 

M. R. Dinsmore

Its Executive Director

**CITY OF SEATTLE**

By: \_\_\_\_\_  
**Norman B. Rice**  
**Its Mayor**

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WASHINGTON STATE DEPARTMENT OF  
**Natural Resources**

JENNIFER M. BELCHER  
Commissioner of Public Lands

KALEEN COTTINGHAM  
Supervisor

August 29, 1994

Ms. Denice Hunt  
Office of the Mayor  
City of Seattle  
1200 Municipal Bldg  
Seattle, WA 98104

Ms. Karen Waltz, Director  
Facilities Development  
Port of Seattle  
PO Box 1209  
Seattle, WA 98111

Subject: Port of Seattle - Central Waterfront Project

Dear Ms. Hunt and Ms. Waltz:

The Washington State Department of Natural Resources (DNR) is sending this letter in support of the Memorandum of Understanding between the City and the Port of Seattle (Port). DNR has been working with the Port on its Central Waterfront Project for the past several years. DNR has already allocated funds through the Interagency Committee for Outdoor Recreation to pay for our portion of the construction costs related to the short stay moorage at Piers 64/65 on the Seattle waterfront.

DNR has entered into a right-of-entry permit with the Port to allow construction work in the harbor area along the Central Waterfront and currently is negotiating a lease for the same area. We respectfully request that the City move forward in approving this Memorandum of Understanding so that this project can proceed.

Sincerely,

  
Ann J. Morgan, Manager  
Aquatic Resources Division  
1111 Washington St SE  
PO Box 47027  
Olympia, WA 98504-7027

Reference Code: Port of Seattle  
cag19/cw/port.1tr

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# City of Seattle

Executive Department—Office of Management and Budget

Diana Gale, Director  
Norman B. Rice, Mayor

September 2, 1994



*OK by R. Eng  
9-2-94  
Law Dept with  
ordinance*

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:** Department of Neighborhoods

**SUBJECT:** AN ORDINANCE authorizing an interlocal agreement with the Port of Seattle for the construction, operation, and maintenance of a short stay moorage facility on the central waterfront.

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, please return the legislation to OMB. Any specific questions regarding the legislation can be directed to Elaine Marklund at 684-8053.

Sincerely,

Norman B. Rice  
Mayor

by *Elaine Marklund for*

DIANA GALE  
Budget Director

/em

Enclosure

TIME / DATE 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Martha Choe*

**FOR CITY COUNCIL PRESIDENT USE ONLY**

COMMITTEE(S) REFERRED TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
PRESIDENT'S SIGNATURE

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STATE OF WASHINGTON - KING COUNTY

49165  
City of Seattle, City Clerk

-ss.

No. 117361, 11736

City of Seattle

TITLE ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on October 24, 1994, and published here by title only, will be mailed, at no cost, upon request for two months after this publication. For further information, contact the Seattle City Clerk at 884-8344.

ORDINANCE NO. 117353

Authorizing amendments to agreements with Recycle Seattle and Waste Management of Seattle for collection of recyclable material from residential structures with one to four units.

ORDINANCE NO. 117354

Authorizing amendments to agreements with U. S. Disposal - General Disposal Corp. and West Seattle Recycling Inc. for collection of recyclable materials from multi-family structures.

ORDINANCE NO. 117355

Authorizing amendments to agreements with U. S. Disposal and General Disposal Corp. for solid waste and yard waste collection services.

ORDINANCE NO. 117357

AN ORDINANCE authorizing an inter-local agreement with the Port of Seattle for the construction, operation, maintenance and maintenance of a short stay moorage facility on the central waterfront.

ORDINANCE NO. 117358

AN ORDINANCE relating to the Engineering Department; authorizing execution of an agreement with King County for the exchange of Geographic Information System resources with the Department of Assessments.

ORDINANCE NO. 117359

AN ORDINANCE relating to the City Light Department, accepting an increase in the amount of funding City Light receives from the Bonneville Power Administration for City Light's Energy Savings Plan Program and increasing certain expenditure allowances in the 1994 Budget of the City Light Department for the Energy Savings Plan Program.

ORDINANCE NO. 117361

AN ORDINANCE relating to cable television; authorizing the Mayor to execute a two month franchise extension agreement with Viacom Cablevision.

ORDINANCE NO. 117362

AN ORDINANCE relating to cable television; authorizing the Mayor to execute a two month franchise extension agreement with TCI of Seattle, Inc. ("TCI").

Publication ordered by JUDITH PIP-PIN, City Clerk.

Date of official publication in the Daily Journal of Commerce, Seattle, November 4, 1994. 11/4(49165)

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

OT: 117353-355, 357-59

was published on

11/04/94

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

*[Signature]*

Subscribed and sworn to before me on

11/04/94

*[Signature]*

Notary Public for the State of Washington, residing in Seattle

THIS IS DONE IN THE QUALITY OF THE DOCUMENT.