

Ordinance No. 120677

Council Bill No. 113977

AN ORDINANCE relating to economic development; authorizing acceptance of a grant from King County under the Brownfields Showcase Community Program; appropriating the grant funds for purposes of environmental studies; authorizing the Director of the Office of Economic Development to enter into such agreements as shall be necessary and appropriate; and ratifying and confirming prior acts.

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: _____

Committee Action:

OP as amended, 2-0 (J.D.R.C.)

CF No. _____

Date Introduced: <u>NOV 26 2001</u>	DRAGO	
Date 1st Referred: <u>NOV 26 2001</u>	To: (committee) <small>Finance, L. Economic Development Committee</small>	
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage: <u>12-10-01</u>	Full Council Vote: <u>7-0</u>	
Date Presented to Mayor: <u>12-11-01</u>	Date Approved: <u>12/14/01</u>	
Date Returned to City Clerk: <u>12/14/01</u>	Date Published: <u>3PR</u>	T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

12-10-01 Passed 7-0 (Excluded: L...

This file is complete and ready for presentation to Full Council. Comm

Law Department

Law Dept. Review

OMP Review

City Clerk Review

me

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: _____

Jan Prigo
Councilmember

Committee Action:

DPas amended, 2-0 (JD, RC)

12-10-01 Passed 7-0 (Excluded: Licentia Nicastro)

This file is complete and ready for presentation to Full Council.

Committee: _____

(initial/date)

Law Department

Law Dept. Review

OMP Review

City Clerk Review

Electronic Copy Loaded

Indexed

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

the
es;
rnc
s all

ic Development
tee

T.O.
F.T.

ed:

ORDINANCE 120677

1
2
3
4 AN ORDINANCE relating to economic development; authorizing acceptance of a grant from
5 King County under the Brownfields Showcase Community Program; appropriating the
6 grant funds for purposes of environmental studies; authorizing the Director of the Office
7 of Economic Development to enter into such agreements as shall be necessary and
8 appropriate; and ratifying and confirming prior acts.

9 WHEREAS, the King County Office of Regional Policy and Planning ("ORPP") and The City of
10 Seattle Office of Economic Development ("OED") have negotiated an agreement under
11 which ORPP will provide federal grant money to fund additional environmental
12 assessments by SouthEast Effective Development ("SEED"), a Washington nonprofit
13 corporation, of parcels it seeks to acquire as part of the Rainier Court Brownfields project
14 in the City of Seattle's federally approved Neighborhood Revitalization Strategy area; and

15 WHEREAS, the Rainier Court Brownfields project has had long-standing support from the
16 community and the City of Seattle; and

17 WHEREAS, a prompt transfer of the funds from the County to the City as authorized by this
18 ordinance will help ensure SEED maintains its schedule for preparing and submitting the
19 proposed environmental cleanup plan of the Rainier Court site to the State Department of
20 Ecology to meet deadlines for financing the development of Rainier Court; and

21 WHEREAS, there is no matching requirement required by ORPP; and

22 WHEREAS, acceptance of the Brownfields Showcase grant will not require additional staff for
23 grant administration and program monitoring;

24 NOW, THEREFORE,

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

26
27 Section 1. The Director of the Office of Economic Development ("OED") is hereby
28 authorized, for and on behalf of The City of Seattle, to enter into, administer, perform, and
modify an Agreement) with the King County Office of Regional Policy and Planning ("ORPP"),
in such form and with such provisions as ORPP shall require and as the Director of OED shall
find necessary or advisable, to accept a grant in the amount of Twenty-Five Thousand Dollars



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

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

Indexed

1
2 (\$25,000.00), or such lesser amount as shall be available, for the purposes described in the
3 preliminary draft agreement attached to this ordinance as Attachment A. The funds to be
4 received from the ORPP shall be deposited into the General Subfund. The OED Director is
5 designated as the authorized representative of the City to supply the ORPP with such documents
6 and information as may be required to submit the completed Agreement and accept the award of
7 grant funds. The OED Director is further authorized to make, for and on behalf of The City of
8 Seattle, all assurances, promises, representations and consent to suit specified in the Agreement
9 or otherwise required by ORPP and to comply with all applicable regulations of King County and
10 the United States government relating to implementation of the activities described in
11 Attachment A.

12
13 Section 2. Subject to and consistent with applicable provisions of the Constitution
14 and laws of the State of Washington and the Charter and laws of the City of Seattle, the OED
15 Director is authorized, for and on behalf of the City, to implement the activities identified in
16 Attachment A, and to enter into, perform, administer, and modify such agreements as shall be
17 necessary or appropriate to implement such activities.

18 Section 3. Contingent upon the execution of the Agreement authorized in Section 1
19 by the City and ORPP and the receipt by the City of money thereunder, and to provide for
20 implementation of the activities described in Attachment A, the expenditure allowance in the
21 2001 Adopted Budget of the Office of Economic Development is increased by the appropriation,
22 hereby made and authorized, from the General Subfund, of the sum of Twenty-Five Thousand
23 Dollars (\$25,000.00), or such lesser amount as shall be received by the City under such
24 Agreement, as described in the following table:
25

26
27
28

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

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

om
the
fice
and

y of
nder
ntal
rofit
ject
and

the

this
g the
nt of

ff for

ereby
a, and
RPP"),
shall
ollars



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Fund	Line of Business/Program	Amount
General Subfund	OED/Neighborhood and Community Development	\$25,000.00

Any unexpended balance of this appropriation shall carry forward from year to year unless expressly abandoned by ordinance.

Section 4. Any act pursuant to the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 5. 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 10th day of December, 2001, and signed by me in open session in authentication of its passage this 10th day of December, 2001.

Margaret Clague
President _____ of the City Council

Approved by me this 11th day of DECEMBER, 2001.

Paul Schell
Paul Schell, Mayor

Filed by me this 14th day of December, 2001.

Janeth Edrington
City Clerk

(Seal)



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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Attachment A Preliminary Draft Agreement for the Rainier Court Brownfields Project

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



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

MEMORANDUM

DATE: November 20, 2001
TO: Honorable Margaret Pageler, Council President
VIA: Joan Walters, Director
City Budget Office
FROM: Mary Jean Ryan, Director
SUBJECT: Proposed Legislation

Enclosed is proposed legislation for consideration by the Seattle City Council. Council member Jan Drago is sponsoring the legislation for the Finance, Budget and Economic Development Committee's review.

This legislation authorizes the OED Director to enter into an agreement with the King County Office of Regional Policy and Planning (ORPP) to accept a grant in the amount of \$25,000. These funds will pay for additional environmental assessments by SouthEast Effective Development (SEED) Corporation of key parcels it seeks to acquire as part of the Rainier Court Brownfields project. The proposed agreement will be a Memorandum Of Agreement, a draft of which is attached.

The environmental assessments will provide key information on the environmental condition of the parcels. This information is required by Simpson Development, SEED's development partner in the project, prior to preparation of the recommended remediation plan to be presented to the Washington State Department of Ecology (DOE) for the environmental clean up of the project. Simpson needs an indication from DOE on the extent of clean up required before it can finalize its due diligence investigation and commit to the project. This information also is needed by SEED to secure financing for the overall project. A prompt transfer of the funds from the County to the City as agreed to in the proposed MOA will help ensure SEED maintains its schedule for preparing and submitting the proposed remediation plan to DOE and for developing Rainier Court.

If you or your staff have any questions about the legislation, please contact Ben Wolters, in the Office of Economic Development, at 684-8591.



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

FISCAL NOTE

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Office of Economic Development	Ben Wolters 684-8591	Janet Credo 684-8687

Legislation Title:

AN ORDINANCE relating to economic development; authorizing acceptance of a grant from King County under the Brownfields Showcase Community Program; appropriating the grant funds for purposes of environmental studies; authorizing the Director of the Office of Economic Development (OED) to enter into such agreements as shall be necessary and appropriate; and ratifying and confirming prior acts.

Summary of the Legislation:

This legislation authorizes the OED Director to enter into an agreement with the King County Office of Regional Policy and Planning (ORPP) to accept a grant in the amount of \$25,000. These funds will pay for additional environmental assessments by SouthEast Effective Development (SEED) Corporation of key parcels it seeks to acquire as part of the Rainier Court Brownfields project.

Background (Include justification for the legislation and funding history, if applicable):

The environmental assessments will provide key information on the environmental condition of the parcels. This information is required by Simpson Development, SEED's development partner in the project, prior to preparation of the recommended remediation plan to be presented to the Washington State Department of Ecology (DOE) for the environmental clean up of the project. Simpson needs an indication from DOE on the extent of clean up required before it can finalize its due diligence investigation and commit to the project. This information also is needed by SEED to secure financing for the overall project. A prompt transfer of the funds from the County to the City to fund the environmental assessments will help ensure SEED maintains its schedule for preparing and submitting the proposed remediation plan to DOE and for developing Rainier Court.

Rainier Court, when completed, will be the largest and most significant City-supported community revitalization project developed in Southeast Seattle in the last 20 years. From the beginning this development was intended to create a

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



new community, provide affordable housing and jobs, act as a catalyst for additional redevelopment, stimulate local reinvestment, and create pride and ownership in one of Rainier Valley's most diverse neighborhoods, Courtland Place.

SEED started this development process in 1996. The City of Seattle, through the Mayor's office, City Council and OED strongly supported the project and assisted with property acquisition. Together with SEED, the City views this project as a great opportunity to remove blight and establish Southeast Seattle as a competitive location for high quality new development. This means reclaiming the 8-acre site that has remained in deteriorated condition, fostered criminal activity and posed public health concerns for at least 30 years. The City has encouraged SEED to create a marquee development that demonstrated progress, growth, pedestrian activity, density and livability. As envisioned the project will break away from the norm and introduce progressive architectural styles to the main arterial street of the Valley in a way that will become a catalyst and model that can be repeated in and around Link Light Rail Stations.

The surrounding community recognized the potential and need for a development like this long before SEED, which is the very reason Rainier Court is supported by neighborhoods like Courtland Place, Mt Baker, Genesee, and Columbia City. The development is included in the recently adopted North Rainier Plan that is part of the City of Seattle Comprehensive Plan. The real challenge of this project, which SEED undertook, was the risk side of land assembly. To do this, purchase agreements were negotiated with 15 separate property owners. With substantial help from OED and a loan from Impact Capital, SEED now has site control of 6.5 acres of the 8-acre site.

The Rainier Court project at 3700 Rainier Avenue South in Seattle is currently planned as a multifamily housing project with retail on the ground level. The housing will be a mixture of market rate and affordable units, including live/work space and, possibly, for-sale, ground related townhouses. The project will be developed in two phases. Phase I will include approximately 455 units in three, four-story buildings over a 2-story (20') podium with about 23,000 square feet of retail on the first floors. Construction is expected to start in 2003. Phase II would be constructed in 2004 and include 88 units, in a complex of two-story flats/townhouses.

Public Private Partnership Review Status:

Is the project referenced in the legislation subject to P4 review? If yes, identify P4 review to date.

No.

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



Is the legislation subject to public hearing requirements? If yes, what public hearings have been held to date?

No.

Fiscal Sustainability Issues (related to grant awards):

N/A.

Estimated Expenditure Impacts:

FUND (List # and/or Account)	2001	2002	2003
General Subfund	\$25,000		
TOTAL	\$25,000		

One-time \$25,000 On-going \$ _____

Estimated Revenue Impacts:

FUND (List # and/or Account)	2001	2002	2003
General Subfund	\$25,000		
TOTAL	\$25,000		

One-time \$25,000 On-going \$ _____

Estimated FTE Impacts:

FUND	2001	2002	2003
N/A	\$0.00		
TOTAL	\$0.00		

Full Time _____ # Part Time _____ # TES _____

Do positions sunset in the future? If yes, identify sunset date?

N/A

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



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

Other Issues (including long-term implications of the legislation):

N/A

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



ATTACHMENT A

DRAFT PRELIMINARY AGREEMENT FOR THE RAINIER COURT BROWNFIELDS PROJECT

**Between
King County Office of Regional Policy and Planning and
City of Seattle Office of Economic Development**

THIS AGREEMENT is made between King County, acting through its Director of the Office of Regional Policy and Planning (herein after known as "ORPP"), and The City of Seattle, acting through its Director of the Office of Economic Development (hereinafter known as "OED"), to fund environmental assessment of certain property intended to be included in the Rainier Court Brownfields project.

In consideration of the mutual covenants set forth below, the parties agree as follows:

I. Statement of Purpose:

To provide SouthEast Effective Development (SEED), a non-profit community development corporation, with \$25,000 to fund environmental assessments of key parcels to be part of the Rainier Court Brownfields project. The assessments will provide key information on the environmental condition of the parcels. This information is required by Simpson Development, SEED's development partner in the project, prior to preparation of the recommended remediation plan to be presented to the Washington State Department of Ecology ("DOE") for clean up of the project site. Simpson needs an indication from DOE on the extent of clean up required before it can finalize its due diligence investigation and commit to the project. This information also is needed by SEED to secure financing for the overall project. A prompt transfer of the funds from the County to the City as agreed to in this agreement will help ensure SEED maintains its schedule for preparing and submitting the proposed remediation plan to DOE and for developing Rainier Court.

II. Background:

A. Rainier Court Project

Rainier Court, when completed, will be the largest and most significant City-supported community revitalization project developed in Southeast Seattle in the last 20 years. Development of this 8-acre site located at 3700 Rainier Avenue South in Seattle is intended to provide affordable housing and jobs, act as a catalyst for additional redevelopment, stimulate local reinvestment, and create pride and ownership in one of Rainier Valley's most diverse neighborhoods, Courtland Place. The current plans for the project include the following:

The project will be a multifamily housing project with retail on the ground level.
The housing will be a mixture of market rate and affordable rental units, including



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

live/work space and, possibly, for-sale townhouses. The project will be developed in two phases. Phase I will include approximately 455 units in three, four-story buildings with about 23,000 square feet of retail on the first floors. Construction is expected to start in 2003. Phase II would be constructed in 2004 and include 88 units, in a complex of two-story flats/townhouses.

The project has had long-standing support from the community and The City of Seattle.

B. Environmental Cleanup

Knowledge of the nature of the environmental contamination on the site and associated clean-up costs are critical elements of the Rainier Court project's overall project feasibility. The remediation costs can only be determined once a thorough assessment has been made of the nature and level of the contamination on the site. Analysis performed by EPA for this project has provided extensive information on soil contamination, but has provided limited information on groundwater conditions. The proposed additional assessments will gather more extensive information on groundwater conditions, including data from test wells strategically located in and around the site. This information will be used in the proposed remediation plan that will be prepared and submitted to DOE and is needed to enable DOE to provide the maximum possible guidance regarding SEED's proposed cleanup method for the project site. This guidance from DOE will, in turn, allow SEED to determine the site remediation expense for the project. If SEED can demonstrate that the cost to clean up the site will not be prohibitively expensive, a lender will be willing to provide the financing needed by SEED to develop Rainier Court, assuming the project meets the lender's other financing requirements. SEED hopes to submit the proposed remediation plan to DOE by the end of the year in order to meet key project milestones.

III. Sources and Amounts of Funding:

The environmental sampling and analysis is being funded through the King County/City of Seattle Brownfields Showcase Community Program (Brownfields Program). The Brownfields Program is designed to assist public, private and nonprofit entities assess, clean up and redevelop contaminated brownfield properties and is funded primarily through grants from the U.S. Environmental Protection Agency (EPA). In 2000, ORPP was awarded supplemental funding by EPA for the Brownfields Program, \$150,000 of which is to be used to assess properties to be used for commercial or industrial redevelopment. Of the \$150,000, \$25,000 is designated for the Rainier Court project.

King County agrees to provide to OED, for the purposes stated below, a minimum of \$25,000 in grant funds provided by EPA.

Additional funding may be added and managed under this agreement at a later date. The funding delineated above shall not be used for any costs of staffing or administrative overhead incurred by the parties.



IV. Use of Funds:

The funds provided to OED under this agreement shall be used to pay costs of environmental assessments of property intended to be part of the Rainier Court project, under a contract or contracts between OED and SEED. The assessments may include but not be limited to environmental sampling, surveying and cleanup planning and design, subject to approval by ORPP.

V. Specific Duties and Responsibilities of the Parties:

A. Duties and Responsibilities of King County ORPP:

ORPP shall:

1. Manage the transfer of funds from EPA to King County, including processing EPA Request for Advance or Reimbursement forms, and promptly disburse such funds to OED when received;
2. Manage reporting requirements to EPA in accordance with the grant agreement between ORPP and EPA dated September 21st, 1998, as amended August 24th, 2001 ("ORPP/EPA Grant Agreement"), including submitting quarterly reports to EPA with project updates. ORPP shall provide OED with a reporting template for OED's portion of the reports; and
3. Track project performance.

B. Duties and responsibilities of OED:

OED shall:

1. Manage the use of funds under this agreement in consultation with ORPP;
2. Draft and work with ORPP to finalize an amendment to OED's agency service agreement with SEED that will include the scope of work for the environmental assessments, the sampling plan, and the reports to be delivered;
3. Manage agency service agreement with SEED to conduct the assessments. OED will amend its existing agency service agreement with SEED by increasing the budget by \$25,000 and changing the agreement's work program to reflect SEED's responsibility for managing the contractor's work on the environmental assessment. The amendment will provide that SEED will invoice the City for the



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

work completed and will provide appropriate documentation, including contractor's invoices and environmental reports, and that OED will review invoices and documentation for compliance with the agency services agreement before paying invoices;

4. Monitor SEED's activity for **compliance with EPA requirements set forth in the ORPP/EPA Grant Agreement**, to the extent that they apply to the use of the funds awarded hereunder, including EPA review and approval of any sampling plans;
5. Provide quarterly reports in the specified format to ORPP with information to be incorporated into ORPP's quarterly reports to EPA. Information shall include a brief update on the progress of the work funded under this agreement, including expenditure information. OED's quarterly reports to ORPP shall be due to ORPP 15 days after the end of each calendar year quarter; and
6. Provide technical assistance, when requested, to ORPP related to evaluation of the activity funded under this agreement.

VI. Contacts and Notices:

For the terms of this agreement, OED and ORPP each shall have an employee designated as the primary contact for purposes of this agreement. OED's initial contact person and Project Manager shall be Ben Wolters, Brownfields Coordinator. The initial point of contact for ORPP shall be Lucy Auster, Economic Development Specialist. Any notice under this agreement may be mailed or delivered to the addresses set forth below, unless another address shall have been provided by either party to the other by written notice citing this agreement:

City:

County:

VII. Duration of Agreement:

Effective Date. This agreement shall be in effect on the date that it is executed by both parties.

Expiration Date. This agreement shall continue to be in effect through December 31, 2002, unless shortened or extended by mutual written agreement of the parties.

VIII. Agreements:

g:\ratzlit\2002 general\seed grant 25kamended attachment a.doc
12/05/01



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

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

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

OED's agreement with SEED for the use of funds provided under this agreement shall comply, and shall require that SEED's contracts with consultants and any subcontracts of consultants comply, with the applicable ordinances, regulations and policy requirements of The City of Seattle and EPA.

IX. Federal Small and Disadvantaged Business Enterprise Utilization Requirements:

In accordance with EPA Utilization of Small, Minority, and Women's Business Enterprises provisions requirements included in the ORPP/EPA Grant Agreement, goals for purchases and contracts and any subsequent supplements, changes, or amendments to them are, for purchase of goods: 8% for minority business enterprises and 4% for women's business enterprises. For purchase of services, the goals are 10% for minority business enterprises and 4% for women's business enterprises. Nothing herein shall require or authorize any discrimination or preference contrary to applicable law.

X. Miscellaneous:

This agreement contains the entire agreement of the parties with respect to the funding described herein. No amendment hereto will be effective unless it is in writing and signed by the authorized representatives of the parties hereto. This agreement is for the benefit of the parties hereto and is not intended to create any rights in, or to be enforceable by, any third party. Neither party shall be liable or responsible for any inaccuracy of, or omission in, any study, report or assessment that may be provided under this agreement or with the funds awarded hereunder. If any provision of this agreement shall be ruled invalid or unenforceable, all other provisions shall remain in effect.

IN WITNESS WHEREOF, the parties hereby execute this agreement.

KING COUNTY

THE CITY OF SEATTLE

By: _____

By: _____

Stephanie Warden, Director
King County Office of Regional Policy and Planning

Mary Jean Ryan, Director
City of Seattle Office of Economic Development

Date

Date



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ORDINANCE _____

AN ORDINANCE relating to economic development; authorizing acceptance of a grant from King County under the Brownfields Showcase Community Program; appropriating the grant funds for purposes of environmental studies; authorizing the Director of the Office of Economic Development to enter into such agreements as shall be necessary and appropriate; and ratifying and confirming prior acts.

WHEREAS, the King County Office of Regional Policy and Planning ("ORPP") and The City of Seattle Office of Economic Development ("OED") have negotiated an agreement under which ORPP will provide federal grant money to fund additional environmental assessments by SouthEast Effective Development ("SEED"), a Washington nonprofit corporation, of parcels it seeks to acquire as part of the Rainier Court Brownfields project in the City of Seattle's federally approved Neighborhood Revitalization Strategy area; and

WHEREAS, the Rainier Court Brownfields project has had long-standing support from the community and the City of Seattle; and

WHEREAS, a prompt transfer of the funds from the County to the City as authorized by this ordinance will help ensure SEED maintains its schedule for preparing and submitting the proposed environmental cleanup plan of the Rainier Court site to the State Department of Ecology to meet deadlines for financing the development of Rainier Court; and

WHEREAS, there is no matching requirement required by ORPP; and

WHEREAS, acceptance of the Brownfields Showcase grant will not require additional staff for grant administration and program monitoring;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of the Office of Economic Development ("OED") is hereby authorized, for and on behalf of The City of Seattle, to enter into, administer, perform, and modify a Memorandum of Agreement ("MOA"), based upon the form attached to this ordinance as Attachment A, with such modifications as the Director of OED shall find necessary or



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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

advisable, with the King County Office of Regional Policy and Planning ("ORPP") to accept a grant in the amount of Twenty-Five Thousand Dollars (\$25,000.00), or such lesser amount as shall be available, for the purposes described in Attachment A to this ordinance. The funds to be received from the ORPP shall be deposited into the General Subfund. The OED Director is designated as the authorized representative of the City to supply the ORPP with such documents and information as may be required to submit the completed MOA and accept the award of grant funds. The OED Director is further authorized to make, for and on behalf of The City of Seattle, all assurances, promises, representations and consent to suit specified in the MOA or otherwise required by ORPP and to comply with all applicable regulations of King County and the United States government relating to implementation of the activities described in Attachment A.

Section 2. Subject to and consistent with applicable provisions of the Constitution and laws of the State of Washington and the Charter and laws of the City of Seattle, the OED Director is authorized, for and on behalf of the City, to implement the activities identified in Attachment A, and to enter into, perform, administer, and modify such agreements as shall be necessary or appropriate to implement such activities.

Section 3. Contingent upon the execution of the MOA authorized in Section 1 by the City and ORPP and the receipt by the City of money thereunder, and to provide for implementation of the activities described in Attachment A, the expenditure allowance in the 2001 Adopted Budget of the Office of Economic Development is increased by the appropriation, hereby made and authorized, from the General Subfund, of the sum of Twenty-Five Thousand Dollars (\$25,000.00), or such lesser amount as shall be received by the City under such MOA, as described in the following table:



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

Fund	Line of Business/Program	Amount
General Subfund	OED/Neighborhood and Community Development	\$25,000.00

Any unexpended balance of this appropriation shall carry forward from year to year unless expressly abandoned by ordinance.

Section 4. Any act pursuant to the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 5. 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 ____ day of _____, 2001, and signed by me in open session in authentication of its passage this ____ day of _____, 2001.

President _____ of the City Council

Approved by me this ____ day of _____, 2001.

Paul Schell, Mayor

Filed by me this ____ day of _____, 2001.

City Clerk

(Seal)

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



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Attachment A: Memorandum of Agreement for the Rainier Court Brownfields Project



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



Attachment A

MEMORANDUM OF AGREEMENT FOR THE RAINIER COURT BROWNFIELDS PROJECT

**Between
King County Office of Regional Policy and Planning and
City of Seattle Office of Economic Development**

THIS MEMORANDUM OF AGREEMENT (hereinafter known as "MOA") is made between King County, acting through its Director of the Office of Regional Policy and Planning (herein after known as "ORPP"), and The City of Seattle, acting through its Director of the Office of Economic Development (hereinafter known as "OED"), to fund environmental assessment of certain property intended to be included in the Rainier Court Brownfields project.

In consideration of the mutual covenants set forth below, the parties agree as follows:

I. Statement of Purpose:

To provide SouthEast Effective Development (SEED), a non-profit community development corporation, with \$25,000 to fund environmental assessments of key parcels to be part of the Rainier Court Brownfields project. The assessments will provide key information on the environmental condition of the parcels. This information is required by Simpson Development, SEED's development partner in the project, prior to preparation of the recommended remediation plan to be presented to the Washington State Department of Ecology ("DOE") for clean up of the project site. Simpson needs an indication from DOE on the extent of clean up required before it can finalize its due diligence investigation and commit to the project. This information also is needed by SEED to secure financing for the overall project. A prompt transfer of the funds from the County to the City as agreed to in this MOA will help ensure SEED maintains its schedule for preparing and submitting the proposed remediation plan to DOE and for developing Rainier Court.

II. Background:

A. Rainier Court Project

Rainier Court, when completed, will be the largest and most significant City-supported community revitalization project developed in Southeast Seattle in the last 20 years. Development of this 8-acre site located at 3700 Rainier Avenue South in Seattle is intended to provide affordable housing and jobs, act as a catalyst for additional redevelopment, stimulate local reinvestment, and create pride and ownership in one of Rainier Valley's most diverse neighborhoods, Courtland Place. The current plans for the project include the following:

The project will be a multifamily housing project with retail on the ground level. The housing will be a mixture of market rate and affordable rental units, including live/work space and, possibly, for-sale townhouses. The project will be developed in two phases. Phase I will include approximately 455 units in three, four-story buildings with about 23,000 square feet of retail on the first floors. Construction is

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

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

expected to start in 2003. Phase II would be constructed in 2004 and include 88 units, in a complex of two-story flats/townhouses.

The project has had long-standing support from the community and The City of Seattle.

B. Environmental Cleanup

Knowledge of the nature of the environmental contamination on the site and associated clean-up costs are critical elements of the Rainier Court project's overall project feasibility. The remediation costs can only be determined once a thorough assessment has been made of the nature and level of the contamination on the site. Analysis performed by EPA for this project has provided extensive information on soil contamination, but has provided limited information on groundwater conditions. The proposed additional assessments will gather more extensive information on groundwater conditions, including data from test wells strategically located in and around the site. This information will be used in the proposed remediation plan that will be prepared and submitted to DOE and is needed to enable DOE to provide the maximum possible guidance regarding SEED's proposed cleanup method for the project site. This guidance from DOE will, in turn, allow SEED to determine the site remediation expense for the project. If SEED can demonstrate that the cost to clean up the site will not be prohibitively expensive, a lender will be willing to provide the financing needed by SEED to develop Rainier Court, assuming the project meets the lender's other financing requirements. SEED hopes to submit the proposed remediation plan to DOE by the end of the year in order to meet key project milestones.

III. Sources and Amounts of Funding:

The environmental sampling and analysis is being funded through the King County/City of Seattle Brownfields Showcase Community Program (Brownfields Program). The Brownfields Program is designed to assist public, private and nonprofit entities assess, clean up and redevelop contaminated brownfield properties and is funded primarily through grants from the U.S. Environmental Protection Agency (EPA). In 2000, ORPP was awarded supplemental funding by EPA for the Brownfields Program, \$150,000 of which is to be used to assess properties to be used for commercial or industrial redevelopment. Of the \$150,000, \$25,000 is designated for the Rainier Court project.

King County agrees to provide to OED, for the purposes stated below, a minimum of \$25,000 in grant funds provided by EPA.

Additional funding may be added and managed under this agreement at a later date. The funding delineated above shall not be used for any costs of staffing or administrative overhead incurred by the parties.

IV. Use of Funds:

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

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

The funds provided to OED under this MOA shall be used to pay costs of environmental assessments of property intended to be part of the Rainier Court project, under a contract or contracts between OED and SEED. The assessments may include but not be limited to environmental sampling, surveying and cleanup planning and design, subject to approval by ORPP.

V. Specific Duties and Responsibilities of the Parties:

A. Duties and Responsibilities of King County ORPP:

ORPP shall:

1. Manage the transfer of funds from EPA to King County, including processing EPA Request for Advance or Reimbursement forms, and promptly disburse such funds to OED when received;
2. Manage reporting requirements to EPA in accordance with the grant agreement between ORPP and EPA dated August 24, 2000 ("ORPP/EPA Grant Agreement"), including submitting quarterly reports to EPA with project updates. ORPP shall provide OED with a reporting template for OED's portion of the reports; and
3. Track project performance.

B. Duties and responsibilities of OED:

OED shall:

1. Manage the use of funds under this MOA in consultation with ORPP;
2. Draft and work with ORPP to finalize an amendment to OED's agency service agreement with SEED that will include the scope of work for the environmental assessments, the sampling plan, and the reports to be delivered;
3. Manage agency service agreement with SEED to conduct the assessments. OED will amend its existing agency service agreement with SEED by increasing the budget by \$25,000 and changing the agreement's work program to reflect SEED's responsibility for managing the contractor's work on the environmental assessment. The amendment will provide that SEED will invoice the City for the work completed and will provide appropriate documentation, including contractor's invoices and environmental reports, and that OED will review invoices and documentation for compliance with the agency services agreement before paying invoices;



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

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

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

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

4. Monitor SEED's activity for compliance with EPA requirements set forth in the ORPP/EPA Grant Agreement, to the extent that they apply to the use of the funds awarded hereunder, including EPA review and approval of any sampling plans;
5. Provide quarterly reports in the specified format to ORPP with information to be incorporated into ORPP's quarterly reports to EPA. Information shall include a brief update on the progress of the work funded under this MOA, including expenditure information. OED's quarterly reports to ORPP shall be due to ORPP 15 days after the end of each calendar year quarter; and
6. Provide technical assistance, when requested, to ORPP related to evaluation of the activity funded under this MOA.

VI. Contacts and Notices:

For the terms of this MOA, OED and ORPP each shall have an employee designated as the primary contact for purposes of this MOA. OED's initial contact person and Project Manager shall be Ben Wolters, Brownfields Coordinator. The initial point of contact for ORPP shall be Lucy Auster, Economic Development Specialist. Any notice under this MOA may be mailed or delivered to the addresses set forth below, unless another address shall have been provided by either party to the other by written notice citing this MOA:

City:

County:

VII. Duration of Agreement:

Effective Date. This agreement shall be in effect on the date that it is executed by both parties.

Expiration Date. This agreement shall continue to be in effect through December 31, 2002, unless shortened or extended by mutual written agreement of the parties.

VIII. Agreements:

OED's agreement with SEED for the use of funds provided under this MOA shall comply, and shall require that SEED's contracts with consultants and any subcontracts of consultants comply with the applicable ordinances, regulations and policy requirements of The City of Seattle and EPA.

IX. Federal Small and Disadvantaged Business Enterprise Utilization Requirements:

In accordance with EPA Utilization of Small, Minority, and Women's Business Enterprises provisions requirements included in the ORPP/EPA Grant Agreement, goals for purchases and contracts and any subsequent supplements, changes, or amendments to them are, for purchase of goods: 8% for minority business enterprises and 4% for women's business enterprises. For purchase of services, the goals are 10% for minority business enterprises and 4% for women's business enterprises. Nothing herein shall require or authorize any discrimination or preference contrary to applicable law.

X. Miscellaneous:

This MOA contains the entire agreement of the parties with respect to the funding described herein. No amendment hereto will be effective unless it is in writing and signed by the authorized representatives of the parties hereto. This MOA is for the benefit of the parties hereto and is not intended to create any rights in, or to be enforceable by, any third party. Neither party shall be liable or responsible for any inaccuracy of, or omission in, any study, report or assessment that may be provided under this MOA or with the funds awarded hereunder. If any provision of this MOA shall be ruled invalid or unenforceable, all other provisions shall remain in effect.

IN WITNESS WHEREOF, the parties hereby execute this agreement.

KING COUNTY

THE CITY OF SEATTLE

By: _____

By: _____

Stephanie Warden, Director
King County Office of Regional Policy and
Planning

Mary Jean Ryan, Director
City of Seattle Office of Economic
Development

Date

Date

STATE OF WASHINGTON - KING COUNTY

--SS.

139522
PUBLICATION
City of Seattle, Clerk's Office

No. TITLE-ONLY

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

CTOT:120669-90 TITLE-ONLY

was published on

12/21/2001

Subscribed and sworn to before me on

12/21/2001

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication



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

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on December 10, 2001, and published here by title only, will be mailed upon request, or can be accessed electronically at http://clerk.ci.seattle.wa.us. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 120669

AN ORDINANCE relating to the Police Department; authorizing the execution of an agreement with the U.S. Department of Justice, Bureau of Justice Assistance for financial assistance to continue the development of technologies and automated systems that will assist state and local law enforcement agencies in investigating and responding to crime (Technology Earmark II); accepting the money when received; and increasing the 2001 budgets of various departments by making reimbursable appropriations; all by a three-fourths vote of the City Council.

ORDINANCE NO. 120670

AN ORDINANCE authorizing an expenditure from the Judgment/Claims Fund to settle the claim of Esther Wolf (C-67345), all by a two-thirds vote of the City Council.

ORDINANCE NO. 120671

AN ORDINANCE relating to the Police Department; authorizing an agreement with Safe Horizon, a victim assistance program, for financial assistance in support of a study surrounding victim needs and help-seeking behavior; and increasing the 2001 Budget of the Police Department by making a reimbursable appropriation therefor; all by a three-fourths vote of the City Council.

ORDINANCE NO. 120672

AN ORDINANCE relating to the Police Department; authorizing an agreement with Todd Pacific Shipyards Corporation for the Seattle Police Department to help ensure the security of United States Navy vessels in dry-dock by providing marine patrol law enforcement services in Elliott Bay; accepting the money when received; increasing the 2001 Budget of the Police Department by making a reimbursable appropriation therefor; and ratifying and confirming prior acts; all by a three-fourths vote of the City Council.

ORDINANCE NO. 120673

AN ORDINANCE relating to the Light Fund and the Department of Finance; authorizing the loan of funds from the City's Consolidated (Residual) Cash Portfolio to the Light Fund.

ORDINANCE NO. 120674

AN ORDINANCE assigning jurisdiction of certain real property referred to as the Belltown Cottage property to the Department of Parks and Recreation for park and open space purposes.

ORDINANCE NO. 120675

AN ORDINANCE relating to 2000 Conservation Futures Levy proceeds allocated to The City of Seattle for the acquisition of property located at 10 Broad Street; authorizing the Mayor to amend the Intergovernmental Cooperation Agreement between The City of Seattle and King County authorized by Ordinance 114978; authorizing deposit of Conservation Futures Levy proceeds received from King County in the Conservation Futures Fund; making an appropriation from the Conservation Futures Fund; and reimbursing the Cumulative Reserve Subfund Unrestricted Subaccount.

and agencies from various City funds to provide for costs and expenses not provided for in the 2001 Budget; authorizing the acceptance of certain monies; appropriating and transferring money from various City funds and subfunds; all by a three-fourths vote of the City Council.

ORDINANCE NO. 120688

AN ORDINANCE authorizing the Mayor to sign and/or execute individual collective bargaining agreements by and between the City and the individual Unions which are part of the Coalition of City Unions to be effective through December 31, 2004; superseding inconsistent ordinances; and providing payment therefor.

ORDINANCE NO. 120689

AN ORDINANCE related to Public Service and Industrial Employees, Local 1239 authorizing the execution of a Memorandum of Understanding. This Memorandum of Understanding will add the title Lifeguard to the existing contract between Public Service and Industrial Employees, Local 1239 and the City of Seattle, and provide wage adjustments and conditions of employment as contained in the existing agreement, effective through December 31, 2001, superseding inconsistent ordinances and providing payment therefor.

ORDINANCE NO. 120690

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Publication ordered by JUDITH PIPPIN, City Clerk.

Date of official publication in Daily Journal of Commerce, Seattle, December 21, 2001. 12/21/120690(CT)

ORDINANCE NO. 120676

AN ORDINANCE adopting updated administrative procedures relating to the Denny Triangle Amenity Credit Fund and superseding certain Sections of Ordinance 119729; and increasing the expenditure authority of the Seattle Transportation department; all by a three-fourths vote of the City Council.

ORDINANCE NO. 120677

AN ORDINANCE relating to economic development; authorizing acceptance of a grant from King County under the Brownfields Showcase Community Program; appropriating the grant funds for purposes of environmental studies; authorizing the Director of the Office of Economic Development to enter into such agreements as shall be necessary and appropriate; and ratifying and confirming prior acts.

ORDINANCE NO. 120678

AN ORDINANCE authorizing an expenditure from the Judgment/Claims Fund to settle the claim of Stefani Bjornsen (C-68254), all by a two-thirds vote of the City Council.

ORDINANCE NO. 120679

AN ORDINANCE authorizing an expenditure from the Judgment/Claims Fund to be reimbursed by the Solid Waste Fund to settle the claims of Bruce Appleberry (C-66439), all by a two-thirds vote of the City Council.

ORDINANCE NO. 120680

AN ORDINANCE authorizing an expenditure from the Judgment/Claims Fund to be reimbursed by the Light Fund to settle the claims of Carl C. Stebbins (C-64901), all by a two-thirds vote of the City Council.

ORDINANCE NO. 120681

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the transfer of property located at 10 Broad Street in the City of Seattle to the Museum Development Authority.

ORDINANCE NO. 120682

AN ORDINANCE authorizing the Personnel Director to continue health care coverage for employees who are mobilized by the United States Armed Forces for active military service for "Operation Enduring Freedom" between September 11, 2001 and December 31, 2002.

ORDINANCE NO. 120683

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing execution of a lease agreement together with an option to purchase property at 4201 West Marginal Way Southwest.

ORDINANCE NO. 120684

AN ORDINANCE relating to the City Employees' Retirement System; authorizing the purchase of service credit for prior City Service; and amending Chapter 4.36 of the Seattle Municipal Code.

ORDINANCE NO. 120685

AN ORDINANCE relating to the Seattle City Employees' Retirement System; providing for cost of living benefit adjustments effective only upon certain events; and amending Chapter 4.36 of the Seattle Municipal Code.

ORDINANCE NO. 120686

AN ORDINANCE authorizing execution of a Collective Bargaining Agreement between the City of Seattle and International Federation of Professional and Technical Engineers, Local 17, Information Technology Professional Unit, effective through December 31, 2004, and providing payment therefor.

ORDINANCE NO. 120687

AN ORDINANCE revising the 2001 annual budget and accounts by increasing certain expenditure allowances in the 2001 budgets of various City departments.

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