

Ordinance No. 123654

Council Bill No. 117219

AN ORDINANCE relating to the Seattle Department of Parks and Recreation; authorizing the Superintendent to execute an agreement with the Washington State Department of Transportation to review, coordinate and consult on natural environment mitigation efforts and design, develop and plan specific mitigation projects related to park properties and facilities to be supported through funding from the SR 520 Bridge Replacement and HOV Program; creating a new Capital Improvement Program project and ratifying and confirming prior acts; all by a three-fourths vote of the City Council.

Related Legislation File:

Date Introduced and Referred: <u>June 27, 2011</u>	To: (committee): <u>Parks and Seattle Center</u>
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action: <u>7.11.11</u>	Date Presented to Mayor: <u>7.12.11</u>
Date Signed by Mayor: <u>7.18.11</u>	Date Returned to City Clerk: <u>7.18.11</u>
Published by Title Only <input checked="" type="checkbox"/>	Date Vetoed by Mayor:
Published in Full Text	Date Passed Over Veto:
Date Veto Published:	Date Returned Without Signature:

The City of Seattle – Legislative Department

Council Bill/Ordinance sponsored by: Sgt Bagshaw

Committee Action:

Date	Recommendation	Vote
<u>7/7/11</u>	<u>PASS</u>	<u>2-0 SB/BH</u>

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

Full Council Action:

Date	Decision	Vote
<u>7.11.11</u>	<u>Passed</u>	<u>9-0</u>

LAW DEPARTMENT

ORDINANCE 123654

1
2 AN ORDINANCE relating to the Seattle Department of Parks and Recreation; authorizing the
3 Superintendent to execute an agreement with the Washington State Department of
4 Transportation to review, coordinate and consult on natural environment mitigation
5 efforts and design, develop and plan specific mitigation projects related to park properties
6 and facilities to be supported through funding from the SR 520 Bridge Replacement and
HOV Program; creating a new Capital Improvement Program project and ratifying and
confirming prior acts; all by a three-fourths vote of the City Council.

7 WHEREAS, the Washington State Department of Transportation (WSDOT) intends to improve
8 safety, reliability and mobility through design and construction of improvements along
9 SR 520 from I-5 to Medina as part of the SR 520, I-5 to Medina: Bridge Replacement and
HOV Project; and

10 WHEREAS, the Preferred Alternative as announced by WSDOT and the Governor in April of
11 2010 for the SR 520, I-5 to Medina: Bridge Replacement and HOV Project involves
12 acquisition of and adversely impacts some City of Seattle park properties and facilities
13 including Bagley Viewpoint, Montlake Playfield, East McCurdy Park, East Montlake
Park, the Ship Canal Waterside Trail, the Bill Dawson Trail, the Arboretum Waterfront
Trail and the Washington Park Arboretum (Arboretum); and

14 WHEREAS, in December of 2010, WSDOT, in consultation with the City of Seattle and the
15 Arboretum and Botanical Garden Committee (ABGC), developed the Washington Park
16 Arboretum Mitigation Plan (Arboretum Mitigation Plan) related to the SR 520 I-5 to
Medina: Bridge Replacement and HOV Project; and

17 WHEREAS, in April of 2011, a Memorandum of Understanding (MOU) between WSDOT,
18 ABGC, Arboretum Foundation, Seattle Department of Parks and Recreation (DPR),
19 Seattle Department of Transportation (SDOT), and the University of Washington (UW)
20 was signed to memorialize the intent and roles and responsibilities related to
implementing the Arboretum Mitigation Plan; and

21 WHEREAS, additional City of Seattle staff time will be necessary in order to timely perform
22 collaborative work efforts, coordination and review of WSDOT mitigation measures for
23 impacts on the Arboretum and to meet WSDOT's obligations under Section 6(f) of the
Federal Land and Water Conservation Act; and

24 WHEREAS, WSDOT has agreed to reimburse the City of Seattle for costs associated with
25 additional staff time above normal work requirements related to mitigation measures
26 associated with impacts on City parks property and other facilities; and



1 WHEREAS, no project related to the SR 520 expansion is presently included in the 2011-2016
2 Capital Improvement Program; and

3 WHEREAS, the City Council supports early implementation of measures to mitigate the impacts
4 on the Arboretum, park properties and other facilities as a result of the SR, 520 I-5 to
5 Medina: Bridge Replacement and HOV Project; and

6 WHEREAS, execution of this agreement will enable the ongoing cooperative and collaborative
7 relationship between the City of Seattle and WSDOT in implementing the SR 520, I-5 to
8 Medina: Bridge Replacement and HOV Project to continue; NOW, THEREFORE,

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

10 Section 1. The Superintendent of the Seattle Department of Parks and Recreation, or his
11 designee, is authorized to execute an agreement substantially in the form of Attachment A titled
12 "GCA 6698 Project Services Agreement for The SR 520, I-5 to Medina: Bridge Replacement
13 and HOV Project." Following execution, the Superintendent is further authorized to make such
14 minor modifications or amendments to the agreement from time as the Superintendent may deem
15 necessary or advisable to carry out the purposes of this ordinance.

16 Section 2. Contingent upon the execution of the agreement authorized in Section 1 of
17 this ordinance, and in order to pay for necessary costs and expenses incurred or to be incurred in
18 2011, but for which insufficient appropriations were made due to causes that could not
19 reasonably have been foreseen at the time the 2011 Budget was adopted, the appropriations for
20 the following item in the 2011 Budget is increased from the fund shown as follows:

Item	Fund	Department	Budget Control Level	Amount
1.1	Cumulative Reserve Subfund – Unrestricted (00164)	Parks and Recreation	Parks Infrastructure (K72441)	\$350,000
Total				\$350,000



1 Section 3. The 2011-2016 Adopted Capital Program is hereby amended to include the
2 following new project and allocation as described in Attachment B of this ordinance:

3

Department	Project Name	Project ID	Amount
Parks and Recreation	SR 520 Bridge Replacement and HOV Project Mitigation	K732435	\$350,000

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7 Section 4. This ordinance shall take effect and be in force 30 days after its approval by
8 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
9 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

10 Section 5. Ratify and Confirm. Any act consistent with the authority of this ordinance
11 taken after its passage and prior to its effective date is hereby ratified and confirmed.

12 Passed by a 3/4 vote of all the members of the City Council the 11th day of
13 July, 2011, and signed by me in open session in authentication of its
14 passage this 11th day of July, 2011.

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16 

17 President _____ of the City Council

18 Approved by me this 18th day of July, 2011.

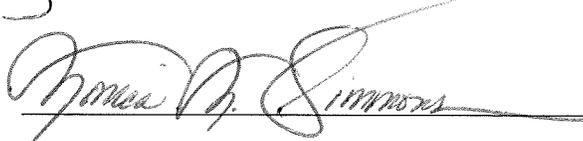
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22 Michael McGinn, Mayor



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Filed by me this 18th day of July, 2011.



City Clerk

(Seal)

Attachment A: GCA 6698 Project Services Agreement for The SR 520, I-5 to Medina: Bridge Replacement and HOV Project.

Attachment B: Capital Improvement Program Project Description: SR 520 Bridge Mitigation



GCA 6698

PROJECT SERVICES AGREEMENT
for
The SR 520, I-5 to Medina: Bridge Replacement and HOV Project

THIS AGREEMENT is entered into by the **CITY OF SEATTLE**, a municipal corporation, acting by and through its Superintendent of **PARKS AND RECREATION**, hereinafter the "CITY," and the **STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION**, acting by and through the Secretary of the Department of Transportation, hereinafter the "STATE," collectively the "PARTIES" and individually the "PARTY."

WHEREAS, the STATE, in the interests of improving safety, reliability and mobility, intends to design and construct improvements along SR 520 from I-5 to Medina as part of the SR 520, I-5 to Medina: Bridge Replacement and HOV Project, hereinafter the "PROJECT"; and

WHEREAS, the PARTIES recognize the PROJECT will impact existing CITY facilities; and

WHEREAS, the STATE and the CITY recognize that effective coordination of planning, design, and construction are essential to the success of the PROJECT; and

WHEREAS, the STATE has developed a Supplemental Draft Environmental Impact Statement, hereinafter the "SDEIS", to analyze the potential environmental effects of three new design options for the PROJECT; and

WHEREAS, the STATE issued the SDEIS for Regulatory Agency, Local Agency, and Public review and comments on January 22, 2010; and

WHEREAS, in April, 2010, the STATE announced the Preferred Alternative for the PROJECT; and

WHEREAS, in spring 2011, the STATE will issue the Final Environmental Impact Statement (FEIS); and

WHEREAS, the Preferred Alternative involves acquisition of and adversely impacts some CITY park properties and facilities including Bagley Viewpoint, Montlake Playfield, East McCurdy Park, East Montlake Park, the Ship Canal Waterside Trail, the Bill Dawson Trail and the Arboretum Waterfront Trail and the Washington Park Arboretum; and

WHEREAS, the CITY lacks the financial resources to fund additional CITY staff necessary to timely perform its routine collaborative work effort and review of the STATE's mitigation measures for Washington Park Arboretum and performance of its Section 6(f) obligations; and

WHEREAS, the STATE also agrees that reimbursement to the CITY for its staff's and consultant's time, over and above it's normal work requirements for the collaborative work effort and review of PROJECT documents and implementation of requirements arising from the



development and construction of the PROJECT is necessary for the timely completion of the PROJECT. This reimbursement of staff and consultant time will also benefit the PROJECT by allowing the STATE to partially fulfill its Section 6(f) and 4(f) regulatory compliance, natural environment mitigation, and of Engrossed Substitute Senate Bill 6392 requirements, and to proceed with planning, technical coordination, and review, all in a timely manner; and

WHEREAS, due to the compressed scheduling requirements of the PROJECT, this AGREEMENT ratifies the advanced verbal authorization given by the STATE to the CITY for the CITY and its consultant to begin work related to the PROJECT on January 7, 2011; and

NOW, THEREFORE, pursuant to RCW 47.28.140, and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof;

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GENERAL

1.1 The purpose of this Agreement is to define the CITY services for the PROJECT that are eligible for cost reimbursement by the STATE. These CITY services are further described in Exhibit A, attached hereto and by this reference made a part of this Agreement.

1.2 The STATE agrees that it is to the benefit of the PROJECT for the STATE to fund and reimburse CITY services in order to minimize delay and costs to the PROJECT. The CITY agrees to expedite normal CITY processes by providing additional resources for the CITY services, thereby serving the greatest benefit to the public.

1.3 All CITY services governed by this Agreement shall be performed in accordance with the professional standards of performance customarily utilized by the CITY. All City of Seattle regulatory actions shall be taken in accordance with applicable law and consistent with normal CITY procedures.

1.4 The STATE will monitor the time and expenditures required to complete the CITY services to insure the services are provided as established in this Agreement. The STATE will evaluate the CITY's performance of the services on a quarterly basis. The STATE reserves the right to dispute the CITY's execution of services in accordance with Section 4 of this Agreement or request changes in the services in accordance with Section 3 if the intended benefit of Section 1.2 is not being realized by the STATE.

2. PAYMENT

2.1 The STATE, in recognition of the faithful performance of the services performed by the CITY, including consultant costs that the CITY incurs in connection with performance of the services, agrees to reimburse the CITY for the actual direct and related indirect costs of the work, not to exceed a maximum payable amount of Three hundred and fifty thousand dollars (\$350,000.00).



2.2 An estimate of costs for CITY services, marked Exhibit B, is attached hereto and by this reference made a part of this Agreement.

2.3 Partial payments shall be made by the STATE upon request from the CITY, to cover CITY costs. These payments are not to be more frequent than one (1) per month. It is agreed that any payment will not constitute agreement as to the appropriateness of any item or invoice and that, at the time of final invoice, all required adjustments will be made and reflected in a final payment.

2.4 The CITY shall submit itemized invoices for partial payment on a monthly basis. The invoices shall substantially conform to the invoice template shown in Exhibit C, attached hereto and by this reference made a part of this Agreement.

2.5 The STATE agrees to make payment for services completed, invoiced, and properly documented by the CITY within thirty (30) calendar days from the date the invoice is received by the STATE.

2.6 CITY invoices must be signed by an authorized representative of the CITY who shall verify that the invoice is accurate, the services have been performed, and that the costs shown have been incurred in accordance with this Agreement.

2.7 The CITY agrees to submit a final invoice to the STATE within ninety (90) calendar days after CITY has completed the services or this agreement is terminated, whichever comes first.

3. AMENDMENT

3.1 Either PARTY may request changes to the provisions contained in this Agreement. Such changes shall be mutually agreed upon and incorporated by written amendment to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the PARTIES hereto.

4. DISPUTES

4.1 The CITY and the STATE shall make good faith efforts to resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Article applies to disputes arising under or in connection with the terms of this Agreement. Disputes arising out of the City of Seattle's regulatory decisions shall be decided in accordance with the appeal or enforcement procedures applicable to the respective regulatory decisions.

4.2 Dispute Resolution Process. The designated representatives established herein under Section 6, NOTIFICATION, shall use their best efforts to resolve nonregulatory disputes between the PARTIES. If these individuals are unable to resolve a dispute, the Deputy Director of Seattle Parks and Recreation's Planning and Development Division and the Engineering Manager for the PROJECT shall review the matter and attempt to resolve it. If they are unable



to resolve the dispute, the matter shall be reviewed by the Superintendent of Seattle Parks and Recreation and the SR 520 Program Director. The PARTIES agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or any other forum.

5. EFFECTIVENESS AND DURATION

5.1 The work under this AGREEMENT was authorized to begin on January 7, 2011, per verbal authorization given on January 7, 2011 by from Julie Meredith, SR 520 Project Director, and shall be completed by December 31, 2011 when the term of this Agreement shall end, unless otherwise amended or terminated. Prior to its expiration, this Agreement can be extended through a written amendment in accordance with Section 3 of this Agreement.

6. NOTIFICATION

6.1 Day to day communications related to managing this agreement may be carried out by electronic mail, provided the following individuals are included when electronic mails are exchanged between the PARTIES. Any notice required or permitted to be given pursuant to this Agreement shall be in writing, and shall be sent postage prepaid by U.S. Mail, return receipt requested to the following addresses unless otherwise indicated by the PARTIES to this Agreement:

STATE
Kerry Ruth, Engineering Manager
WSDOT
SR 520 Program
Plaza 600 Building
600 Stewart Street, Suite 520
Seattle, WA 98101-1217

Phone: (206) 770-3546
Email: ruthk@wsdot.wa.gov

CITY
Michael Shiosaki
Deputy Director
Planning & Development Division
Seattle Parks & Recreation
800 Maynard Avenue South, 3rd floor
Seattle, WA 98134-1336

Phone: 206 684 -0750
Email: michael.shiosaki@seattle.gov

6.2 From time to time, PARTY contacts change. Any change to a PARTY's representative identified in Section 6.1 shall be provided to the other PARTY by electronic mail notification. The PARTY in receipt of the change will confirm receipt of the change by electronic mail notification to the initiating PARTY.

6.3 All notifications or contact shall include reference to Agreement number GCA 6698.



7. TERMINATION

7.1 This Agreement may be terminated by either PARTY upon thirty (30) calendar days' advanced written notice. In the event of termination, payment will be made to the CITY for work completed and billed as of the effective date of termination.

8. NONDISCRIMINATION

8.1 The PARTIES agree to comply with all applicable Washington State and federal laws, rules, and regulations pertaining to nondiscrimination and agrees to require the same of all, consultants providing CITY services or performing any work using funds provided under this Agreement.

9. RECORDS RETENTION AND AUDIT

9.1 During the term of this Agreement and for a period not less than six (6) years from the date of final payment by the STATE, the records and accounts pertaining to the services provided by the CITY and accounting therefore are to be kept available for inspection and audit by Washington State and/or the federal government and copies of all records, accounts, documents, or other data pertaining to the services provided by the CITY will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until said litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six- (6-) year retention period.

10. INDEMNIFICATION AND HOLD HARMLESS

10.1 Each PARTY shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from any acts or omissions, or intentional misconduct of the indemnifying PARTY. Neither PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the indemnified PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the indemnifying PARTY's own negligence.

10.2 Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of this Section, the prevailing PARTY shall be entitled to recover its reasonable



attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

11. VENUE

11.1 This Agreement shall be deemed to be made in the County of King, State of Washington, and the legal rights and obligations of the STATE and CITY shall be determined in accordance with the laws of the State of Washington. All legal actions in connection with this Agreement shall be brought in the superior court situated in the County of King, State of Washington.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the latest date written below.

CITY OF SEATTLE
PARKS & RECREATION

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

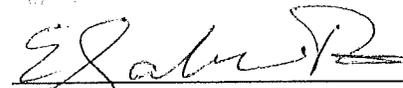
Christopher Williams,
Acting Superintendent

Julie Meredith, P.E.
Project Director

Date

Date

APPROVED AS TO FORM:



Elizabeth Lagerberg
Assistant Attorney General

5-18-2011
Date

Exhibits

- Exhibit A Scope of Services
- Exhibit B Estimated Cost of Services
- Exhibit C Invoice Template



GCA 6698

EXHIBIT A

SCOPE OF SERVICES

The following CITY services are eligible for STATE reimbursement:

A. Section 4(f), Section 6(f) and Natural Environment Mitigation Review, Consultation Services in this category will include:

1. Attendance and preparation for PROJECT meetings including but not limited to Technical Work Group (TWG) meetings, natural and built environment mitigation meetings, real estate and others.
2. Review of environmental and permit documentation prepared for National Environmental Policy Act (NEPA) and State Environmental Policy Act (SEPA) compliance of the PROJECT.
3. Review of PROJECT natural and built environment mitigation strategies, measures and plans, which include but are not limited to review and technical insight on mitigation measures outlined in a Memorandum of Understanding last dated April 28, 2011, between STATE and CITY as well as The Arboretum and Botanical Garden Committee (ABGC).
4. Coordination with STATE, county, other state, federal and other City of Seattle agencies concerning the PROJECT on:
 - a. property conversion and replacement under Section 6(f), including production of the conversion package for approval by the Recreation and Conservation Office (RCO) and the National Park Service (NPS), including, but not limited to development of Memorandum of Agreement as determined necessary by the PARTIES; and
 - b. implementation of the Arboretum Mitigation Plan, including implementation of aquatic and wetland mitigation plans; and
 - c. development and implementation of the PROJECT urban design plan.
5. Participation in CITY Park Board, City of Seattle Design Commission, and City of Seattle City Council briefings regarding the PROJECT.
6. PROJECT consultation and meeting attendance through the design phase of the PROJECT.
7. Coordination and processing of Rights of Entry as related to the PROJECT.
8. Facilitating development and timely processing of agreements related to Section 6(f), Section 4(f), natural environment mitigation, and the Arboretum Mitigation Plan, among others.



- a. Coordination with STATE regarding the development and implementation of the PROJECT Wetland and Aquatic Mitigation Plan where mitigation will occur on properties that are under the jurisdiction of the CITY.
- 9. Coordinate with STATE regarding implementation of urban design elements of the PROJECT, including, but not limited to, meeting attendance, design development review, and as necessary, community involvement.
 - a. STATE is working with the CITY and affected communities to develop landscaped lids and areas of the project according to urban design standards endorsed by the CITY Seattle Design Commission. Design development and construction of the 10th Avenue East and Delmar and Montlake lids, and treatment of Lake Washington and Montlake Boulevards require involvement of the CITY.
- 10. Coordinate with STATE regarding the implementation of mitigation measures prepared in compliance with Section 4(f) the U.S. Department of Transportation Act.
 - a. Mitigation measures include, but are not limited to, review of design plans and documents for CITY properties of the Bagley View Point, Montlake Playfield, East McCurdy Park, East Montlake Park, Arboretum and Waterfront Trail, the Ship Canal Waterside Trail, and Bill Dawson Trail.

B. Conceptual Design Plans and Estimate Development of the Arboretum Master Plan Mitigation Measure Projects

Services in this category will include:

Develop conceptual plans and estimate based for the following three (3) Arboretum Master Plan projects identified as mitigation measures for the PROJECT, the locations of which are identified on Attachment 1, attached hereto and by this reference made a part of this Agreement:

- 1. **Foster Island** [area outside STATE right of way]
 - a. The CITY shall hire, with STATE input and approval, a consultant to work with the ABGC, and STATE to:
 - i. Develop a process, approved by STATE and the ABGC for the consultant to engage the ABGC, STATE, the Muckleshoot Indian Tribe, the Tulalip Tribes, the Snoqualmie Indian Tribe, and the Suquamish Tribe in order to reach a plan for the restoration of Foster Island and the surrounding environs for the post SR 520 construction condition. The effort shall result in an agreed upon process, scope of service for the consultant and schedule.
 - ii. Develop conceptual plans and cost estimate for Foster Island trail and landscape improvements as identified in the Arboretum Master Plan and as modified to integrate with the SR 520 project. The CITY shall coordinate planning of these improvements with the Muckleshoot Indian Tribe, the Tulalip Tribes, the Snoqualmie Indian Tribe, and the Suquamish



Tribe The CITY shall coordinate with STATE on the conceptual plans to ensure the design is collaborative with the design within the adjacent STATE Right of Way.

- iii. Develop conceptual plans and cost estimate for aesthetic treatment and area activation techniques for the SR 520 structure across Foster Island. The CITY shall coordinate planning of these improvements with the Muckleshoot Indian Tribe, the Tulalip Tribes, the Snoqualmie Indian Tribe, and the Suquamish Tribe, and the public. The CITY shall coordinate with STATE on the conceptual plans to ensure the design is collaborative with the design within the adjacent STATE Right of Way.
- b. Schedule for deliverables to the STATE shall be mutually agreed to by the PARTIES and shall include dates for the following:
 - i. Preliminary conceptual plans
 - ii. Draft conceptual plans and preliminary cost estimate
 - iii. Final conceptual plans and final cost estimate

2. North Entry of Arboretum,

- a. The CITY shall hire, with STATE input and approval, a consultant to work with the ABGC, and STATE to:
 - i. Develop a process, approved by STATE and the ABGC for the consultant to engage the ABGC, STATE, and the public in the conceptual design of a new North Entry area for the Arboretum for the post SR 520 construction condition. The effort shall result in an agreed upon process, scope of service for the consultant and schedule.
 - ii. Develop conceptual plans and cost estimate for Arboretum North Entry improvements identified in the Arboretum Master Plan. The North Entry is generally the area where Lake Washington Boulevard is located adjacent the STATE Peninsula property and therefore shall be coordinated through design efforts with the STATE led design for mitigation and restoration of the peninsula area. The CITY shall coordinate with STATE on the conceptual plans to ensure the design is contextual with the SR 520 planned adjacent wetland mitigation and other SR 520 design features. The CITY shall coordinate with STATE and the public on conceptual plans to ensure the design contextual with the design of the Montlake Lid facilities and amenities.
 - iii. Recognize that the collaborative design of the North Entry project and the STATE Peninsula property must progress on schedule with overall permitting requires of the SR 520 project and therefore shall be the first priority of the CITY consultant activity.
- b. Schedule for deliverables.
 - i. Preliminary conceptual plans shall be provided to STATE by June 15, 2011
 - ii. Draft conceptual plans and preliminary cost estimate shall be provided to STATE by September 1, 2011.
 - iii. Final conceptual plans and final cost estimate shall be provided to STATE by December 15, 2011

3. Multi-use trail in Arboretum

- a. The CITY, either using CITY staff or through a consultant : The CITY shall hire, with STATE input and approval, a consultant to work with the ABGC, and STATE to:
 - i. Develop conceptual plans and cost estimate for the multi-use trail connecting to PROJECT trails identified in the attached exhibit and Arboretum Master Plan. The CITY shall coordinate with STATE on the conceptual plans to ensure the design is collaborative with the planned pedestrian and bicycle paths for the SR 520 project. The CITY shall coordinate on any multi-use trail plans with the Seattle Bicycle Advisory Board and the Seattle Pedestrian Advisory Board.
- b. Schedule for deliverables.
 - i. Preliminary conceptual plans provide to STATE by June 15, 2011
 - ii. Draft conceptual plans and preliminary cost estimate provide to STATE by September 1, 2011.
 - iii. Final conceptual plans and final cost estimate provide to STATE by December 15, 2011

C. Collaboration with STATE led mitigation design for projects in the Arboretum Master Plan Mitigation Measure Projects

Services in this category will include:

1. CITY staff participation in design meetings and reviews for mitigation plans associated with Arboretum Creek and Azalea Way Pond within the Arboretum.

D. Coordinate with STATE on the development of a Memorandum of Agreement to document the implementation roles and responsibilities of the projects in the Arboretum Master Plan Mitigation Measure Projects

Services in this category will include:

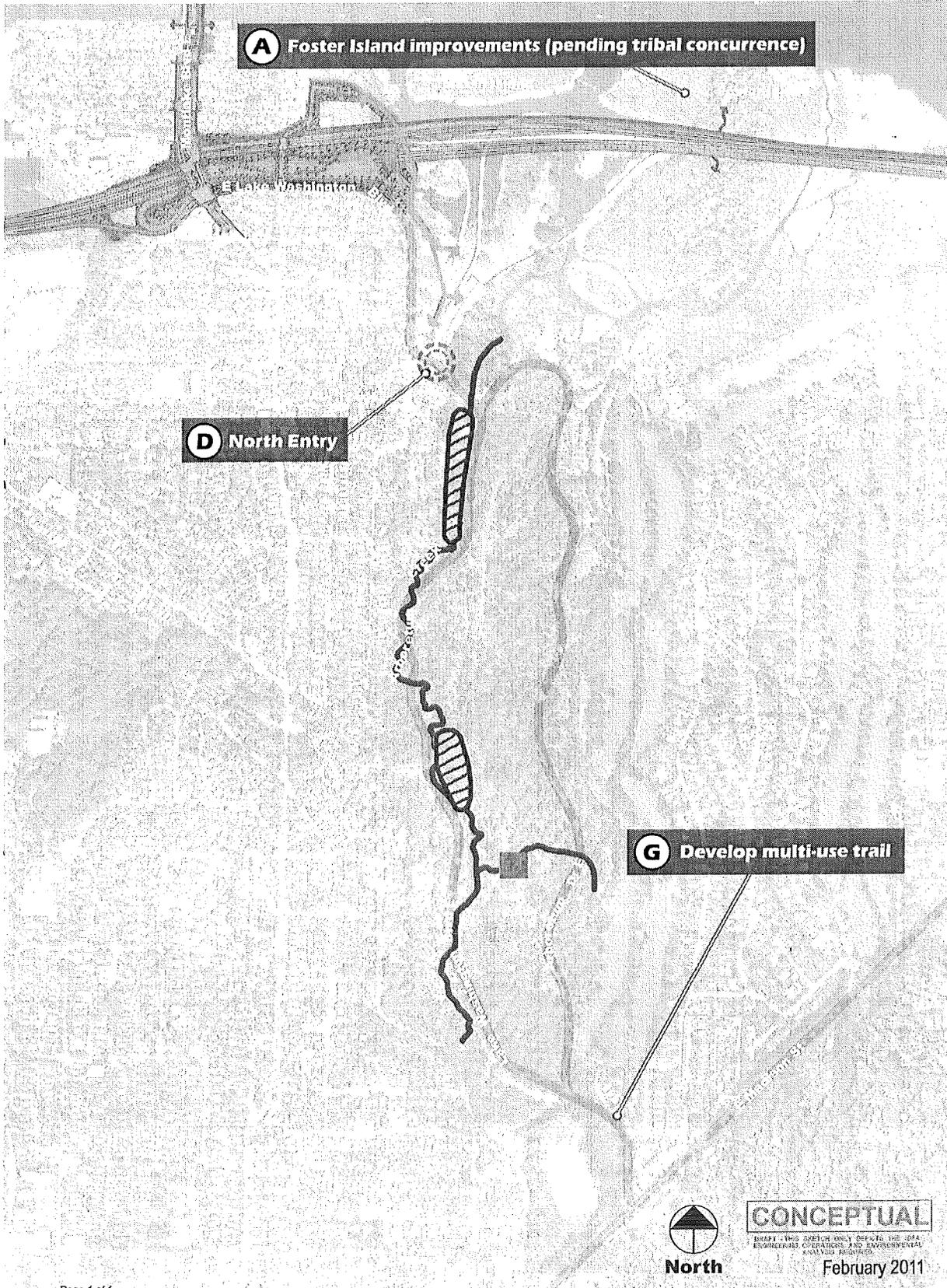
1. CITY staff participation in preparation, reviews, and finalization of a Memorandum of Agreement associated with the financial, design, management, and oversight roles for involved organizations and agencies for the mitigation projects in the Arboretum.



SR 520 Bridge Replacement and HOV Program

I-5 to Medina; Bridge Replacement and HOV Project

WSDOT Evaluation of Potential Mitigation Projects in Washington Park Arboretum



**GCA 6698
EXHIBIT B
ESTIMATED COST OF SERVICES**

		ESTIMATED # OF HOURS	ESTIMATED HOURLY RATE	ESTIMATED COST
			(incl. overhead rate)	
A. Section 4(f), Section 6(f) and Natural Environment Mitigation Review, Consultation				
1	Real Estate staff	135	\$120.00	\$16,200.00
2	Planning staff	270	\$113.00	\$30,510.00
3	Project Management	110	\$125.00	\$13,750.00
4	Public Involvement	30	\$95.00	\$2,850.00
5	Parks ProView review Parks Maintenance &	40	\$110.00	\$4,400.00
6	Operations review	10	\$110.00	\$1,100.00
7	Management Review	20	\$154.00	\$3,080.00
	SUBTOTAL Category A			\$71,890.00
B. Conceptual Design Plans and Estimate Development of the Arboretum Master Plan Mitigation Measure Projects				
1	Real Estate staff	32	\$120.00	\$3,840.00
2	Planning staff	10	\$113.00	\$1,130.00
3	Project Management	340	\$125.00	\$42,500.00
4	Public Involvement	30	\$95.00	\$2,850.00
5	Parks ProView review	40	\$110.00	\$4,400.00
6	Management Review	100	\$154.00	\$15,400.00
7	Consultant Contract for B2, North Entry & B3, Multi-use Trail projects			\$153,600.00
8	Consultant Contract Contingency			\$15,300.00
	SUBTOTAL Category B			\$239,020.00
C. Collaboration with STATE led mitigation design for projects in the Arboretum Master Plan Mitigation Measure Projects				
1	Project Management	40	\$125.00	\$5,000.00
2	Planning staff	40	\$113.00	\$4,520.00
3	Parks ProView review	40	\$110.00	\$4,400.00
4	Management Review	40	\$154.00	\$6,160.00
	SUBTOTAL Category C			\$20,080.00
D. Coordinate - development of a MOA, document the ... roles & responsibilities of projects in the Arboretum Master Plan Mitigation Measure Projects				
1	Real Estate staff	20	\$120.00	\$2,400.00
2	Planning staff	40	\$113.00	\$4,520.00
3	Management Review	20	\$154.00	\$3,080.00
4	Administrative staff	100	\$70.00	\$7,000.00
	SUBTOTAL Category D			\$17,000.00
	TOTAL Estimate for GCA 6698 Services			\$347,990.00



GCA 6698
Exhibit C
Invoice Template

XX/XX/2011

TO:
WSDOT - SR 520 Bridge Replacement & HOV Program
ATTN: Accounts Payable
600 - STEWART STREET, SUITE 520
SEATTLE, WASHINGTON 98101

Invoice number: XXX
For the period: XX/XX/11 thru XX/XX/11

Project: SR 520 Project Services (GCA 6698)

Billing Summary by Task	Budget	This Invoice	Prev. Billed	Total Billed	Remain
A. Review & Consultation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B. Conceptual Design Plans & Estimate for AMPMMP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
C. Collaboration on Design of AMPMMP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
D. MOA Development for AMPMMP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Direct Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total All Tasks	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL AMOUNT DUE THIS INVOICE		\$0.00			

Task Element: A. Section 4(f), Section 6(f) and Natural Environment Mitigation Review, Consultation

Direct Labor	Staff Member	Hours	Rate	Amount
XXX	XXX	0.0	\$0.00	\$0.00
XXX	XXX	0.0	\$0.00	\$0.00
Total Direct Labor (DL)		0.0		\$0.00

Task Element: B. Conceptual Design Plans and Estimate Development of the Arboretum Master Plan Mitigation Measure Projects (AMPMMP)

Direct Labor	Staff Member	Hours	Rate	Amount
XXX	XXX	0.0	\$0.00	\$0.00
XXX	XXX	0.0	\$0.00	\$0.00
Total Direct Labor (DL)		0.0		\$0.00

Task Element: C. Collaboration with STATE led mitigation design for projects in the Arboretum Master Plan Mitigation Measure Projects

Direct Labor	Staff Member	Hours	Rate	Amount
XXX	XXX	0.0	\$0.00	\$0.00
XXX	XXX	0.0	\$0.00	\$0.00
Total Direct Labor (DL)		0.0		\$0.00



GCA 6698
Exhibit C
Invoice Template

Task Element: D. Coordinate with STATE on the development of a Memorandum of Agreement to document the implementation roles and responsibilities of the projects in the Arboretum Master Plan Mitigation Measure Projects

Direct Labor	Staff Member	Hours	Rate	Amount
XXX	XXX	0.0	\$0.00	\$0.00
XXX	XXX	0.0	\$0.00	\$0.00
Total Direct Labor (DL)		0.0		\$0.00

Direct Reimbursable Expenses

	\$0.00
	\$0.00
Total Direct Expenses	\$0.00

Work Performed for this Invoice Period

This invoice includes...



Department of Parks and Recreation

SR 520 Bridge Replacement and HOV Project Mitigation

BCL/Program Name:	Parks Infrastructure	BCL/Program Code:	K72441
Project Type:	Rehabilitation or Restoration	Start Date:	Q1/2011
Project ID:	K732435	End Date:	TBD
Location:	Multiple	Neighborhood Plan Matrix:	N/A
Neighborhood Plan:	Not in a Neighborhood Plan	Urban Village:	Not in an Urban Village
Neighborhood District:	East District		

This project provides for natural environment mitigation review, consultation services and other related work for the State of Washington Department of Transportation in support of the state SR 520, I-5 to Medina: Bridge Replacement and HOV Project. This project will impact the Washington Park Arboretum, and parks, trails and shorelines along Lake Washington and the Lake Washington Ship Canal.

	LTD Actuals	2010 Rev	2011	2012	2013	2014	2015	2016	Total
Revenue Sources									
State Interlocal Revenues	0	0	350	0	0	0	0	0	350
Total:	0	0	350	0	0	0	0	0	350
Fund Appropriations/Allocations									
Cumulative Reserve Subfund - Unrestricted Subaccount	0	0	350	0	0	0	0	0	350
Total*:	0	0	350	0	0	0	0	0	350
O & M Costs (Savings)			N/C						
Spending Plan by Fund									
Cumulative Reserve Subfund - Unrestricted Subaccount		0	350	0	0	0	0	0	350
Total:		0	350	0	0	0	0	0	350

**This detail is for information only. Funds are appropriated in the budget at the Budget Control Level. Amounts are in thousands of dollars.*

2011 - 2016 Adopted Capital Improvement Program



FISCAL NOTE FOR CAPITAL PROJECTS ONLY

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Parks and Recreation	Mike Fong/5-1675	N/A

Legislation Title:

AN ORDINANCE relating to the Seattle Department of Parks and Recreation; authorizing the Superintendent to execute an agreement with the Washington State Department of Transportation to review, coordinate and consult on natural environment mitigation efforts and design, develop and plan specific mitigation projects related to park properties and facilities to be supported through funding from the SR 520 Bridge Replacement and HOV Program; creating a new Capital Improvement Program project and ratifying and confirming prior acts; all by a three-fourths vote of the City Council.

Summary and background of the Legislation:

As part of the SR 520 I-5 to Medina: Bridge replacement and HOV Project, WSDOT is required to mitigate the impacts of the project on certain park properties and facilities. In April of 2010, the State announced a Preferred Alternative for the project and has identified adverse impacts on the following City parks facilities: Bagley Viewpoint, Montlake Playfield, East McCurdy Park, East Montlake Park, the Ship Canal Waterside Trail, the Bill Dawson Trail and the Arboretum Waterfront Trail and the Washington Park Arboretum. Given that the City lacks the financial resources to provide additional staffing resources to help coordinate and participate actively and collaboratively in ongoing discussions related to parks mitigation efforts, WSDOT has agreed to provide funding for staff time of City employees for specific project work associated with SR 520 project. If authorized via this ordinance, the State would reimburse the City for staff and consultant time over and above normal work requirements related to various SR 520 activities. The total funding will not exceed \$350,000 for 2011.

Project Name:	Project I.D.:	Project Location:	Start Date:	End Date:
SR 520 Bridge Replacement and HOV Project Mitigation	K732435	Multiple Locations	Q1 2011	TBD

Please check any of the following that apply:

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

(Please note whether the current CIP is being amended through this legislation, or provide the Ordinance or Council Bill number of the separate legislation that has amended/is amending the CIP.)

This legislation does not have any financial implications.

(Stop here and delete the remainder of this document prior to saving and printing.)

This legislation has financial implications. (Please complete all relevant sections that follow.)



Appropriations:

Fund Name and Number	Department	Budget Control Level*	Existing 2011 Appropriation	New 2011 Appropriation (if any)	2012 Anticipated Appropriation
Cumulative Reserve Subfund – Unrestricted (00164)	Parks and Recreation	Parks Infrastructure (K72441)	\$472,000	\$350,000	\$687,000
TOTAL			\$472,000	\$350,000	\$687,000

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

Appropriations Notes: The Parks Infrastructure BCL (K72441) is increased by \$350,000 to support activities related to the new 520 Bridge Mitigation CIP project. There is no other existing funding for the 520 Bridge Mitigation CIP project. The appropriations shown in this BCL in the 2011 Adopted and 2012 Endorsed Budget are meant to support other Parks activities not related to the 520 Bridge Mitigation work.

Spending Plan and Future Appropriations for Capital Projects:

Spending Plan and Budget	2011	2012	2013	2014	2015	2016	Total
Spending Plan	350						
Current Year Appropriation	350						
Future Appropriations	0						

Spending Plan and Budget Notes: At present, the funding commitment from WSDOT is not to exceed \$350,000 for 2011 for DPR staff to work on SR 520 related mitigation efforts.

Funding Source:

Identify funding sources including revenue generated from the project, and the expected level of funding from each source. When applicable, make a notation indicating the source of funds is paying for debt service.

Funding Source (Fund Name and Number, if applicable)	2011	2012	2013	2014	2015	2016	Total
State Interlocal Revenue	350						
TOTAL	350						

Funding Source Notes: WSDOT is funding this body of work with SR 520 I-5 to Medina: Bridge Replacement and HOV Project funds.



What is the financial cost of not implementing the legislation?

This body of work will be entirely funded from WSDOT and driven by mitigation efforts necessitated by the SR 520 Project.

Does this legislation affect any departments besides the originating department?

SDOT is also involved in coordinating mitigation activities with WSDOT on the SR 520 Project.

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

N/A

Is the legislation subject to public hearing requirements?

No



STATE OF WASHINGTON – KING COUNTY

--SS.

274231
CITY OF SEATTLE, CLERKS OFFICE

No. 123649,650,651,653,654

Affidavit of Publication

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

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

CT:TITLE ONLY ORDINANCE

was published on

07/22/11

The amount of the fee charged for the foregoing publication is the sum of \$ 136.50, which amount has been paid in full.



Affidavit of Publication

[Handwritten signature]

Subscribed and sworn to before me on

07/22/11

[Handwritten signature]
Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

Title-Only Ordinance

The full text of the following legislation, passed by the City Council on July 11, 2011, and published below by title only, will be mailed upon request, or can be accessed at <http://clerk.seattle.gov>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>.

Contact: Office of the City Clerk at (206) 684-8344.

ORDINANCE NO. 123649

AN ORDINANCE relating to land use and zoning; amending Sections 23.22.064, 23.22.074, 23.22.078, 23.40.002, 23.40.006, 23.40.007, 23.41.004, 23.42.040, 23.42.050, 23.42.106, 23.42.112, 23.42.122, 23.44.008, 23.44.010, 23.44.012, 23.44.014, 23.44.016, 23.44.022, 23.44.041, 23.45.520, 23.47A.012, 23.47A.014, 23.47A.016, 23.47A.032, 23.48.010, 23.48.016, 23.48.034, 23.49.008, 23.49.020, 23.49.056, 23.49.166, 23.50.012, 23.50.024, 23.53.005, 23.53.015, 23.53.020, 23.53.025, 23.53.030, 23.54.015, 23.54.030, 23.54.035, 23.55.028, 23.55.030, 23.55.036, 23.57.002, 23.57.010, 23.57.013, 23.69.024, 23.69.030, 23.69.032, 23.71.016, 23.76.004, 23.76.006, 23.76.010, 23.76.026, 23.76.066, 23.80.004, 23.84A.010, 23.84A.016, 23.84A.024, 23.84A.025, 23.84A.036, 23.84A.038, 23.84A.044, 23.86.006, 23.88.010, 23.88.020, 23.90.019, 23.91.004, and 25.05.675 of the Seattle Municipal Code, to correct typographical errors, correct section references, clarify regulations, and make minor amendments; amending Chapter 23.32 of the Seattle Municipal Code at pages 117, 145, and 189 of the Official Land Use Map to rezone property located within the Columbia City Station Area, to correct an erroneous zone designation south of South Norfolk Street, and to revert zoning at 1400 South Lane Street, respectively; and adding a new Section 23.48.036.

ORDINANCE NO. 123650

AN ORDINANCE relating to the Building and Construction Codes, Subtitle VI Fire Code; adding a new Section 22.602.090 to the Seattle Municipal Code to add a new \$10 report fee for processing required life safety system confidence testing documentation.

ORDINANCE NO. 123651

AN ORDINANCE relating to the City Light Department; authorizing the execution of a 15-year agreement with Tuana Springs Energy LLC for the purchase of environmental attributes in the form of renewable energy certificates that are necessary or convenient for meeting the requirements of the Washington State Energy Independence Act; and further authorizing the execution of other necessary and convenient agreements for the receipt, tracking, transferring, management, and sale of the environmental attributes.

ORDINANCE NO. 123652

AN ORDINANCE relating to the City Light Department; authorizing the execution

of a 15-year agreement with PaTu Wind Farm LLC for the purchase of environmental attributes in the form of renewable energy certificates that are necessary or convenient for meeting the requirements of the Washington State Energy Independence Act; and further authorizing the execution of other necessary and convenient agreements for the receipt, tracking, transferring, management, and sale of the environmental attributes.

ORDINANCE NO. 123653

AN ORDINANCE relating to the City Light Department; authorizing the execution of three confirmation agreements with Exergy Development Group of Idaho LLC for the purchase of environmental attributes in the form of renewable energy certificates that are necessary or convenient for meeting the requirements of the Washington State Energy Independence Act; and further authorizing the execution of other necessary and convenient agreements for the receipt, tracking, transferring, management, and sale of the environmental attributes.

ORDINANCE NO. 123654

AN ORDINANCE relating to the Seattle Department of Parks and Recreation; authorizing the Superintendent to execute an agreement with the Washington State Department of Transportation to review, coordinate and consult on natural environment mitigation efforts and design, develop and plan specific mitigation projects related to park properties and facilities to be supported through funding from the SR 520 Bridge Replacement and HOV Program; creating a new Capital Improvement Program project and ratifying and confirming prior acts; all by a three-fourths vote of the City Council.

Date of publication in the Seattle Daily Journal of Commerce, July 22, 2011.

7/22(274231)