

ORDINANCE No. 118111

Council Bill No. 111207

Law Department

The City of Seattle--Legislat

INDEXED

REPORT OF COMMITTEE

Honorable President:

Your Committee on _____

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

4/21/96 Park Public Grounds and Rec

Full Council vote 8-0

RUSH

COMPTROLLER FILE No. _____

Introduced: APR 22 1996	By: DONALDSON
Referred: APR 22 1996	To: PARKS, PUBLIC GROUNDS AND RECREATION COMMITTEE
Referred:	To:
Referred:	To:
Reported: APR 29 1996	Second Reading: APR 29 1996
Third Reading: APR 29 1996	Signed: APR 29 1996
Presented to Mayor: APR 30 1996	Approved: MAY 3 1996
Returned to City Clerk: MAY 3 1996	Published: <i>Little</i>
Vetoed by Mayor:	Veto Published:
Passed over veto:	Veto Sustained:



Committee Chair

Council Bill No. 111207

Law Department

The City of Seattle--Legislative Department

INDEXED

REPORT OF COMMITTEE

Date Reported
and Adopted

Honorable President:

Your Committee on _____

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

4/21/66 Parks, Public Grounds and Recreation 2-0 Do Pass

Full Council vote 8-0

FILED

Committee Chair

OFFICE OF THE CLERK OF THE CITY OF SEATTLE
1000 4TH AVENUE, SUITE 1000, SEATTLE, WASHINGTON 98101
TELEPHONE 452-2000



ORDINANCE 118111

AN ORDINANCE relating to the Department of Parks and Recreation, authorizing the Superintendent to enter into a five (5) year lease agreement with the University of Washington on a portion of the University of Washington's West Seattle Laboratories site for public park and playground purpose

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Superintendent of Parks and Recreation is hereby authorized to execute for and on behalf of The City of Seattle a lease agreement with the University of Washington, substantially in the form of Exhibit I attached hereto, for a portion of the property commonly known as University of Washington's West Seattle Laboratories site and legally described as follows:

That parcel of real property of which the west line is easterly line of 20th Avenue SW extended for a distance of 300 feet, more or less, from a southerly line of SW Genesee Street, the south line lies parallel to the southerly line of SW Genesee Street for a distance of 380 feet, more or less, the easterly line is the westerly line of the improved road as it now exists and the north line is the north line of the following described real property of which the above described parcel lies wholly within and constitutes a part:

Beginning at the southeast corner of Section 13, Township 24 North, Range 3 East, W.M., and proceeding along the South line of said Section 13 South 89°17'52" West, 250 feet, to true point of beginning; thence in said Section 13, North 0°45'23" West, 1079.60 feet; thence North 86°16'02" West, 74 feet; thence North 60°05'02" West, 184 feet; thence North 21°44'22" West, 125.57 feet; thence South 89°18'43" West, 700 feet to the intersection with the East margin of Twenty-first Avenue S.W.; thence along the East margin of Twenty-first Avenue S.W. South 9°00'00" West, 420.70 feet; thence on a curve to the left, having a radius of 970 feet and a central angle of 14°32'26", a distance of 246.17 feet, thence South 5°32'26" East 668.99 feet to the intersection of the East margin of Twenty-first Avenue S.W., with the South line of said Section 13; thence along the South line of said Section 13, North 89°17'52" East 1068.50 feet to the true point of beginning, being the property designated and shown on the plat thereof, containing 31.96 acres, more or less.

Said parcel having been deeded September 9, 1958, to the Board of Regents of the University of Washington by the United States of America and recorded September 16, 1958, at King County, Washington, rec. nc. 4943838.

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

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Section 2. The term of the lease shall be five (5) years, beginning on May 1, 1996, and ending April 30, 2001.

Section 3. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 4. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 29 day of April, 1996, and signed by me in open session in authentication of its passage this 29 day of April, 1996.

Jan Deaso
President _____ of the City Council

Approved by me this 3 day of May, 1996.

Norman B. Rice
Mayor

Filed by me this 3 day of May, 1996.

Janet E. Pappas
City Clerk

(Seal)

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Attachment A

Proposed Metropolitan King County Parks and Open Space Future Funding Initiative:
Seattle Applications for the Critical Resources Program

	<u>Acquisition</u>	<u>Restoration</u>	<u>Comments</u>
Urban Waterways and Restoration			
1 Thornton Creek	\$1,000,000	\$1,000,000	
2 Longfellow Creek	\$1,000,000	\$500,000	
3 Pipers Creek	\$0	\$500,000	
4 Puget Creek	\$1,000,000	\$100,000	
5 Taylor Creek	\$0	\$500,000	
6 Fauntleroy Creek	\$0	\$150,000	
7 Citywide Creek Restoration	\$0	\$500,000	Seattle Conservation Corps
Schmitz Creek	\$0		Included in #7
Mapes Creek	\$0		Included in #7
Seola Creek	\$0		Included in #7
8 Ravenna Creek	\$0	\$2,000,000	Daylighting project
Requested Totals	\$3,000,000	5,250,000	
Requested Grand Total	\$8,250,000		

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**LEASE
BETWEEN THE BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON
AND THE CITY OF SEATTLE REGARDING
PIGEON POINT PARK AND PLAYGROUND**

THIS LEASE is executed this _____ day of _____, 19____, between **THE CITY OF SEATTLE**, a Washington municipal corporation, ("City"), as tenant, and **THE BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON**, an agency of the State of Washington ("University"), as landlord.

1. **PREMISES.** The City agrees to lease from the University the real property located southwest of the intersection of 19th Avenue SW and SW Genesee Street, Seattle, Washington, and as legally described in Exhibit A, attached hereto and incorporated herewith, and herein referred to as the Premises.
2. **PURPOSE.** The City will use the Premises for a public park and playground and for no other purpose.
3. **TERM.** The term of this Lease shall be five years, commencing May 1, 1996, and ending April 30, 2001.
4. **RENT.** In view of the public purpose of the City's use of the Premises the rent pursuant to this Lease will be the benefits the University receives from the City's exercise of its responsibilities pursuant to this Lease.
5. **SERVICES.** The City shall provide and pay for such maintenance services to the Premises, including landscaping care and trash collection and removal, as may be necessary to maintain the Premises in a safe clean and sanitary condition. While there are no public utilities (e.g., electricity, water, sewer or telephone) provided to the Premises, the City shall pay for all costs of such utilities it arranges to have provided to the Premises.
6. **PARKING.** The University does not provide any parking on the Premises or elsewhere incident to this Lease. The City shall not park any vehicles on the Premises, except for occasional parking of Department of Parks and Recreation vehicles engaged in maintenance or other park activities at the site.

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7. ADDRESSES FOR NOTICES.

The City:

The City of Seattle
Department of Parks & Recreation
Real Estate Manager
2911 Second Avenue
Seattle, Washington 98121-1079

Phone: (206) 684-7388

The University:

University of Washington
Real Estate Office
1326 Fifth Avenue, Room 418
Seattle, Washington 98101-2604

Phone: (206) 543-0054

8. USE OF PREMISES. The City shall enjoy exclusive and sole use of the Premises consistent with the stated purpose. The City shall promptly comply with all laws, ordinances, orders, rules, or regulations of all applicable governmental authorities in its use of the Premises. The City shall observe such rules and regulations as may be adopted by the University from time to time for the safety, care and cleanliness of the Premises. The City shall not do or permit to be done in or about the Premises activity which may be deemed illegal or a nuisance, or which may endanger persons or property. The City shall not receive, store, or dispose of any product, material or merchandise which is toxic, explosive or highly flammable. The City shall not permit the Premises to be used in any manner which would render the insurance risk more hazardous.

9. HAZARDOUS SUBSTANCES. The City shall not allow the use or storage of hazardous substances on the Premises other than those reasonably necessary for operating the park and playground. In the event the City brings or causes to bring or allows to be brought on to the Premises or uses hazardous substances on the Premises, the City shall, at its sole expense, dispose of all such hazardous substances. The City shall be responsible for complying with all federal, state and local laws and regulations with regard to the handling and disposing of hazardous substances. In no instance shall the City allow the release or disposal of hazardous substances on the Premises.

10. SIGNS. The City may place permanent signs identifying the Premises as a public park and may place such other permanent or temporary signs as may be necessary or appropriate to provide information or notice of regulation for the orderly operation of the park and playground on the Premises. The City shall remove, at its sole expense, all of its signs on or about the Premises prior to vacating the Premises.

11. POSSESSION. At the expiration or earlier termination of this Lease the City agrees to surrender the Premises in good condition. The City shall remove any improvements made to Premises by the City unless the University consents in writing to their remaining on the Premises.

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12. QUIET ENJOYMENT. The University covenants that as of the date of commencement of the term of this Lease, the University will have good right to lease the Premises for the purpose and uses stated herein and the City shall have and quietly enjoy the Premises for the term of this Lease.

13. TAXES. The City shall pay all taxes assessed against the City's personal property in the Premises. The City shall pay to the University as additional rent, within ten days after notice of the amount thereof, any tax upon rent payable under this Lease or any tax or fee in any form (except general income tax) payable by the University because of or measured by receipts or income of the University derived from this Lease.

14. REPAIRS. All repairs necessary to keep the Premises in a reasonably good and tenable condition shall be responsibility of the City, except those for which the University is expressly responsible under the terms of this Lease.

The City shall repair any damage to the Premises caused by fire or other casualty, whether covered by insurance or otherwise and shall repair any damage to such items caused by the City, his employees, agents, or invitees.

15. ALTERATIONS, IMPROVEMENTS & FIXTURES. The City may make or allow to be made under the City's supervision, direction or guidance such alterations, additions, renovations or improvements to the Premises as deemed necessary or desirable to allow the Premises to be used for the stated purpose.

16. DAMAGE OR DESTRUCTION. In the event of damage to the Premises by fire or other casualty, the damage shall be repaired by and at the expense of the City, if such repairs can be made within sixty (60) days after the occurrence of such damage without the payment of overtime or other premiums.

If such repairs cannot be made within sixty (60) days, the City shall give written notice to the University within twenty (20) days after the occurrence of the damage estimating the length of time necessary to complete such repairs. The City may elect not to make such repairs and shall include notice of this in the notice referred to above. Thereupon the City may elect to terminate this Lease by providing written notice to the University within ten (10) days after receipt of notice from the University.

The University shall not be liable for lost profits or other consequential damages of the City resulting from such damage.

Total destruction of the Premises shall automatically terminate this Lease.

17. DEFAULT. The occurrence of any of the following shall constitute an event of default and breach of this Lease:

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- (a) failure to make any payment required as and when due.
- (b) vacation or abandonment of the Premises for thirty (30) consecutive days;
- (c) failure to observe or perform any of the terms of this Lease, other than the events of default listed above, if such failure is not cured within thirty (30) days after written notice from the University.

18. REMEDIES. In the event of default, the University may thereafter re-enter and take possession of the Premises and/or terminate this Lease, remove all of the City's property therefrom and store the same in a public warehouse at the expense and for the account of the City, sublet or relet the Premises, and pursue any other remedy allowed by law. Notwithstanding any re-entry or termination of this Lease, the City shall pay the rent due under this Lease on the dates due for the remainder of the Lease term, less the rent the University receives from any subletting or reletting. The City shall be immediately liable to the University for all costs the University incurs by reason of its re-entry, protecting or caring for the Premises, or subletting or reletting of the Premises, including attorneys' fees, brokers' commissions, and expenses of restoring the Premises to its condition as of the commencement date of this Lease.

19. REMOVAL OF PROPERTY. The City shall remove all personal property from the Premises upon expiration of this Lease. Title to any personal property remaining on the Premises thirty (30) days thereafter shall be deemed to have been conveyed by the City to the University, and the University may dispose of such personal property in its sole discretion.

20. INDEMNIFICATION. The University and the City shall protect, indemnify and hold the other harmless from and against any damage, loss or liability from injuries to persons or property arising from negligent acts of their respective agents, officers and employees.

21. ACCESS. The University may enter the Premises at all reasonable times for the purposes of inspecting, cleaning, repairing, altering, or improving the Premises. The University may enter the Premises during normal business hours for the purpose of showing the Premises to prospective tenants for a period of sixty (60) days prior to expiration of the Lease term.

22. ASSIGNMENT. The City may assign this Lease or sub-let the Premises once only to any community group which in the City's opinion will be able to undertake the City's responsibilities under this Lease. The City shall not further or again assign this Lease or any interest hereunder, and shall not further or again sub-rent or sub-let the Premises or any portion thereof, without the prior written approval of the University. This Lease shall be binding upon and inure to the benefit of the legal representatives, successors, heirs and assigns of the parties.

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23. LIENS. The City shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by the City.

24. ESTOPPEL CERTIFICATES. The City agrees, upon not less than ten (10) days prior written notice from the University, to execute, acknowledge and deliver to the University a statement in a form mutually agreeable to the City and the University certifying that this Lease in unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the rent and other charges have been paid.

25. MEMORANDUM OF LEASE. This Lease shall not be placed of record. An instrument evidencing the commencement date and expiration date of this Lease shall be executed by both parties and placed of record if either party so requests.

26. HOLD OVER. If the City continues to occupy the Premises after expiration of the Lease term, such occupancy shall constitute a month-to-month tenancy subject to all of the terms of this Lease at the then current rental rate, and may be terminated as provided by the laws of the State of Washington.

27. CONDEMNATION. If the whole or any part of the Premises shall be taken by any public authority under the power of eminent domain, the City shall have the right at its option to terminate this Lease or to continue in possession of the remainder of the Premises under the terms of this Lease, except that the University shall reduce the rent in proportion to the portion of the Premises taken.

28. NON-WAIVER. The failure of either the University or the City to insist upon strict performance of any of the covenants and agreements of this Lease shall not be construed as a waiver thereof. Waiver of a particular breach or default shall not be deemed to be a waiver of any subsequent breach or default.

29. NOTICES. Notices under this Lease shall be in writing and delivered in person or sent by registered or certified mail to the parties at their respective addresses as set forth above, effective as of the postmark time and date, or to such other place as may hereafter be designated by either party in writing.

30. NONDISCRIMINATION AND AFFIRMATIVE ACTION. The City certifies it will not discriminate in employment on the basis of race, color, religion, sex, national origin, veteran status or physical or mental disability in regard to any position for which the employee is qualified, in compliance with (a) Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; (b) Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; and (c) the

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Americans with Disabilities Act of 1990, as amended. The City agrees it will not maintain facilities which are segregated on the basis of race, color, religion or national origin in compliance with Presidential Executive Order 11246, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding its programs, services, activities and employment practices.

31. GOVERNING LAW. This Lease shall be governed by the laws of the State of Washington.

32. ATTORNEYS' FEES. In the event any action, suit or proceeding is commenced under or in connection with this Lease, the losing party shall pay to the prevailing party all of its attorneys' fees and costs incurred in connection therewith.

33. ENTIRE AGREEMENT. The provisions of this Lease constitute the entire agreement of the parties regarding the Premises. Any amendment or modification of this Lease must be in writing and signed by both parties.

34. COUNTERPARTS. This Lease may be executed in counterparts and each counterpart constitutes an original document.

THE CITY OF SEATTLE

By: _____
Holly Miller
Superintendent, Parks and Recreation

THE BOARD OF REGENTS OF THE
UNIVERSITY OF WASHINGTON

By: _____
Neal F. Lessenger
Real Estate Officer

Approved as to form:

Assistant Attorney General
State of Washington

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STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this _____ day of _____, 19____, before me personally appeared _____
_____ to me known to be the Superintendent of Parks and Recreation
of THE CITY OF SEATTLE, the municipal corporation that executed the foregoing
instrument, and acknowledged to me that he signed the same as the free and voluntary
act and deed of said municipal corporation, and on oath stated that he was authorized
to execute the said instrument and that the seal affixed (if any) is the seal of said municipal
corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Printed name: _____
Notary Public in and for the State of
Washington, residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Neal F. Lessenger is the person who
appeared before me and said person acknowledged that he signed this instrument, on oath
stated that he was authorized to execute the instrument and acknowledged it as the Real
Estate Officer of the University of Washington to be the free and voluntary act and deed
of said UNIVERSITY OF WASHINGTON, as approved by THE BOARD OF REGENTS
OF THE UNIVERSITY OF WASHINGTON, for the uses and purposes mentioned in the
instrument.

Dated: _____

Printed name: _____
Notary Public in and for the State of
Washington, residing at _____
My appointment expires _____

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EXHIBIT "A"
LEGAL DESCRIPTION

That parcel of real property of which the west line is the easterly line of 20th Avenue SW extended for a distance of 300 feet, more or less, from the southerly line of SW Genesee Street, the south line lies parallel to the southerly line of SW Genesee Street for a distance of 380 feet, more or less, the easterly line is the westerly line of the improved road as it now exists and the north line is the north line of the following described real property of which the above described parcel lies wholly within and constitutes a part:

Beginning at the southeast corner of Section 13, Township 24 North, Range 3 East, W.M., and proceeding along the South line of said Section 13 South 89° 17' 52" West, 250 feet, to true point of beginning; thence in said Section 13, North 0° 45' 23" West, 1079.60 feet; thence North 86° 15' 02" West, 74 feet; thence North 60° 05' 02" West, 184 feet; thence North 21° 44' 22" West, 125.57 feet; thence South 89° 18' 43" West, 700 feet to the intersection with the East margin of Twenty-first Avenue S.W.; thence along the East margin of Twenty-first Avenue S.W. South 9° 06' 00" West, 420.70 feet; thence on a curve to the left, having a radius of 970 feet and a central angle of 14° 32' 26", a distance of 246.17 feet, thence South 5° 32' 26" East 668.99 feet to the intersection of the East margin of Twenty-first Avenue S.W., with the South line of said Section 13; thence along the South line of said Section 13, North 89° 17' 52" East 1068.50 feet to the true point of beginning, being the property designated and shown on the plat thereof, containing 31.96 acres, more or less.

Said parcel having been deeded September 9, 1958, to the Board of Regents of the University of Washington by the United States of America and recorded September 16, 1958, at King County, Washington, rec. no. 4943836.

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Seattle
Department of
Parks and Recreation

Holly Miller, Superintendent
Norman B. Rice, Mayor

March 18, 1996

The City Council
City of Seattle

Via: Mayor Norman B. Rice

Attention: Tom Tierney, Director, Office of Management and Planning

Subject: AN ORDINANCE relating to the Department of Parks and Recreation, authorizing the Superintendent to enter into a five (5) year lease agreement with the University of Washington on a portion of the University of Washington's West Seattle Laboratories site for public park and playground purposes.

Honorable Members:

We request your favorable consideration of the attached legislation authorizing execution of a five (5) year Lease Agreement between The City of Seattle and the University of Washington for a portion of the University of Washington's West Seattle Laboratories site, located in the Pigeon Point neighborhood of the city, on S.W. Genesee St., between 19th and 20th Avenues S.W.

The project, initiated by the Pigeon Point Community Council, proposes to make 2.6 acres of the University's property available for use as a public park. The University of Washington agreed to this proposition with the condition that there was overwhelming support by the neighborhood and that a lease agreement between the University of Washington and the City was executed.

In May, 1995, the Pigeon Point Community Council was conditionally awarded a Neighborhood Matching Fund Grant to help fund the materials and labor necessary to erect a 6 foot fence delineating the portion of the University's property from the public park. Several community meetings as well as a public hearing were held in the spring and summer of 1995. No opposition was voiced at these meetings. Future proposed improvements at the site would require a similar public process to ensure support for the proposal.

The Department of Neighborhoods grant requires that a lease agreement is in effect between the City and the University of Washington prior to awarding the

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Pigeon Point to City Council
March 18, 1996
Page 2

funds to the community. Authorization to execute a five (5) year Lease Agreement with University of Washington will allow the project to get underway.

In lieu of rent, consideration for the lease is described as the benefit the University receives for providing the use of the premises for public purpose. The Department will include maintenance funds in the amount of \$4,200.00 for litter pick up and mowing as a new facility cost for 1997.

You should also be aware that the Department and the Seattle School District are negotiating with the University of Washington for purchase of the entire University site totaling 44 acres. Departmental use would be for open space preservation and park use and the School District is planning to locate the Cooper Elementary School on a portion of the site.

If these negotiations are successful, the lease would terminate and community use would continue.

Additional information pursuant to The City of Seattle's SOP 100-001 and a copy of the proposed lease are attached for your review. Please call Beth Purcell, Neighborhood Planner, at 4-7143 or Terry Dunning, Property Manager, at 4-4860 if you have questions or need more information.

Sincerely,



Holly Miller
Superintendent

Attachments

HM:BSP/MLW:sl

[pigptltr.bp]

cc: Ken Bounds
Curt Green
Raj Manhas
Woody Wilkinson
Don Harris
Fritz Hedges
Lou Clark
Lanny Shuman
Terry Dunning
Rick Nishi

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Legislative Request Supporting Information

In conformance with the City of Seattle Standard Operating Procedure 100-001, the following information is submitted:

Title of Project or Program:

University of Washington/Pigeon Point Park Project.

Statement of Objective:

This is a request to authorize the Superintendent of the Department of Parks and Recreation to enter into a five (5) year lease agreement with the University of Washington to allow use of a 2.6 acre portion at the University of Washington's West Seattle Laboratories site for public park and playground purposes.

Historical Overview:

In June 1991, a petition was circulated by a member of the Pigeon Point community asking the University of Washington to allow community access to a portion of the West Seattle Laboratories site for use as a park. The University agreed to this as long as the lease agreement was with the City of Seattle Department of Parks and Recreation and that there was overwhelming support by the community for the project.

In May 1995, the Pigeon Point Community Council applied and was conditionally awarded a Neighborhood Matching Fund Grant to assist with the project. The grant will be used to help purchase and install fencing on a part of the University of Washington's property. The grant is conditional and requires that a lease agreement be executed between the City of Seattle Department of Parks and Recreation and the University of Washington prior to its award.

Dollar Amount Requested:

No funds are requested to acquire control of the property. The rent for the proposed lease will be the benefits the University receives from the City's exercise of its responsibilities pursuant to the lease.

Fund Source:

Maintenance funds in the amount of \$4,200.00 have been requested as a new facility cost for 1996.

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Personnel Requirements:

There are no new personnel requested to complete this project. Project implementation will be performed with existing staff and maintenance will be handled by current permanent and seasonal grounds staff.

Facilities and Equipment Requirements:

This lease would enable development of a new park for the public, at relatively low cost. Improvements to this property, within this proposal, include approximately 680' linear feet of 6'-0" high chainlink fence. The fence material will be purchased and installed by the community through a Department of Neighborhoods, Small and Simple Matching Fund Grant. The Department of Parks and Recreation will maintain the park with the resources requested as a new facility cost during the term of this agreement.

Evaluation Criteria:

Program evaluation will be completed by Department staff, with reports to OMP staff.

Alternative Methods of Funding:

No other fund sources are currently available.

Contact Person(s):

Beth Purcell, Neighborhood Planner, 684-7143 or Terry Dunning, Property Management, 684-4860.

Lou Clark, Director, South Division Parks and Recreation Services.

BSP\MLW:sl
[lgspinf.uw]

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City of Seattle

Executive Department—Office of Management and Planning

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



April 11, 1996

The Honorable Mark Sidran
City Attorney
City of Seattle

Dear Mr. Sidran:

Approved as to form JBTW 4/11/96

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

REQUESTING DEPARTMENT: Parks and Recreation

SUBJECT: AN ORDINANCE relating to the Department of Parks and Recreation, authorizing the Superintendent to enter into a five (5) year lease agreement with the University of Washington on a portion of the University of Washington's West Seattle Laboratories site for public park and playground purposes.

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

After reviewing this request and any necessary redrafting of the enclosed legislation, return the legislation to OMP. Any specific questions regarding the legislation can be directed to Celia Grether at 684-8048.

Sincerely,

Norman B. Rice
Mayor

by

Celia Grether
for Tom Tierney, Director

legis:grether53

Enclosure

APR 12 AM 8:51
1120

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STATE OF WASHINGTON - KING COUNTY

67810
City of Seattle, City Clerk

-ss.

No.

Affidavit of Publication

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on April 29, 1996, and published here by title only, will be mailed, at no cost, upon request for two months after this publication. For further information, contact the Seattle City Clerk at 054-8344.

ORDINANCE NO. 118109

AN ORDINANCE relating to Seattle Center; authorizing execution of a revised Premises Use and Occupancy Agreement and a Construction Agreement with the Seattle Repertory Theatre, and establishing a Bagley Wright Theatre Maintenance, Repair, and Replacement Sub-fund in the Seattle Center Operating Fund.

ORDINANCE NO. 118110

AN ORDINANCE relating to the Department of Administrative Services; authorizing the acquisition by an agreement in lieu of condemnation of real property commonly known as 2203 Airport Way South in the City of Seattle, for general municipal purposes.

ORDINANCE NO. 118111

AN ORDINANCE relating to the Department of Parks and Recreation, authorizing the Superintendent to enter into a five (5) year lease agreement with the University of Washington on a portion of the University of Washington's West Seattle Laboratories site for public park and playground purposes.

ORDINANCE NO. 118112

AN ORDINANCE relating to the Downtown Concert Hall Project; authorizing amendments of the Master Agreement and the Construction Agreement with the Seattle Symphony Orchestra regarding such project.

ORDINANCE NO. 118113

AN ORDINANCE relating to the Downtown Concert Hall Project; appropriating funds for, and authorizing the Executive to issue a Notice to proceed with, said Project.

Publication ordered by JUDITH PIP-PIN, City Clerk.

Date of official publication in the Daily Journal of Commerce, Seattle, May 9, 1996. 5:30(67810)

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: 118109-113

was published on

05/09/96

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

Subscribed and sworn to before me on

05/09/96

Notary Public for the State of Washington, residing in Seattle

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