# SEATTLE CITY COUNCIL

## Legislative Summary

### CB 118774

**Record No.:** CB 118774 **Type:** Ordinance (Ord) **Status:** Passed

**Version:** 1 **Ord. no:** Ord 125140 **In Control:** City Clerk

**File Created:** 07/27/2016

**Final Action:** 09/29/2016

**Title:** AN ORDINANCE related to Seattle Public Utilities; authorizing the Director of Seattle Public Utilities to enter into an Interlocal Agreement with the Port of Seattle to serve as an operating agreement between Seattle Public Utilities and the Port of Seattle Drainage Utility including code modifications to exclude all Port-owned properties from the requirement to pay City stormwater and drainage fees; terminating the 1997 stormwater credit from the City to the Port; accepting a settlement payment from the Port of Seattle; containing details related to ownership and maintenance of infrastructure, authorities and responsibilities, system interconnections, access, coordination and dispute resolution; amending Section 21.33.030 of the Seattle Municipal Code; and ratifying and confirming certain prior acts.

**Notes:**

**Sponsors:** Herbold

**Date**

**Filed with City Clerk:**

**Mayor's Signature:**

**Vetoed by Mayor:**

**Veto Overridden:**

**Veto Sustained:**

**Attachments:** Att 1 – Port of Seatttle-City of Seattle ILA, Att 1 Ex A – List of Parcels Removed from SPU Drainage Billing, Att 1 Ex B - City-Port of Seattle Drainage System Connections, Att 1 Ex C - Stormwater Infrastructure Ownership Resolution, Att 1 Ex C Att 1 - Current Ownership Shilshole Bay Marina, Att 1 Ex C Att 2 - Current Ownership Terminal 91, Att 1 Ex C Att 3 - Terminal 115 Easement Needed, Att 1 Ex C Att 4 - Easements to be Resolved, Att 1 Ex D - Example Connection Agreement

**Drafter:** bob.hennessey@seattle.gov

**Filing Requirements/Dept Action:**

**History of Legislative File** **Legal Notice Published:** ☐ Yes ☐ No

| Ver-sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Mayor | 08/02/2016 | Mayor's leg transmitted to Council | City Clerk | | | |

**Action Text:** The Council Bill (CB) was Mayor's leg transmitted to Council. to the City Clerk

**Notes:**

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| 1 | City Clerk | 08/02/2016 | sent for review | Council President's Office | |

**Action Text:** The Council Bill (CB) was sent for review. to the Council President's Office
**Notes:**

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| 1 | Council President's Office | 08/05/2016 | sent for review | Civil Rights, Utilities, Economic Development, and Arts Committee | |

**Action Text:** The Council Bill (CB) was sent for review. to the Civil Rights, Utilities, Economic Development, and Arts Committee
**Notes:**

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| 1 | Full Council | 09/06/2016 | referred | Civil Rights, Utilities, Economic Development, and Arts Committee | |
| 1 | Civil Rights, Utilities, Economic Development, and Arts Committee | 09/16/2016 | pass | | Pass |

**Action Text:** The Committee recommends that Full Council pass the Council Bill (CB).
**Notes:**

In Favor: 1 Chair Herbold

Opposed: 0

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| 1 | Full Council | 09/26/2016 | passed | | Pass |

**Action Text:** The Council Bill (CB) was passed by the following vote, and the President signed the Bill:
**Notes:**

In Favor: 9 Councilmember Bagshaw, Councilmember Burgess, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien, Councilmember Sawant

Opposed: 0

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| 1 | City Clerk | 09/28/2016 | submitted for Mayor's signature | Mayor |
| 1 | Mayor | 09/29/2016 | Signed | |

**Action Text:** The Council Bill (CB) was Signed.
**Notes:**

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| 1 | Mayor | 09/29/2016 | returned | City Clerk |

**Action Text:** The Council Bill (CB) was returned. to the City Clerk
**Notes:**

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| 1 | City Clerk | 09/29/2016 | attested by City Clerk | |

**Action Text:** The Ordinance (Ord) was attested by City Clerk.
**Notes:**

**CITY OF SEATTLE**

**ORDINANCE** 125140

COUNCIL BILL 118774

AN ORDINANCE related to Seattle Public Utilities; authorizing the Director of Seattle Public Utilities to enter into an Interlocal Agreement with the Port of Seattle to serve as an operating agreement between Seattle Public Utilities and the Port of Seattle Drainage Utility including code modifications to exclude all Port-owned properties from the requirement to pay City stormwater and drainage fees; terminating the 1997 stormwater credit from the City to the Port; accepting a settlement payment from the Port of Seattle; containing details related to ownership and maintenance of infrastructure, authorities and responsibilities, system interconnections, access, coordination and dispute resolution; amending Section 21.33.030 of the Seattle Municipal Code; and ratifying and confirming certain prior acts.

WHEREAS, on January 1, 2015, the Port of Seattle (Port) established a stormwater utility for Port-owned land within Seattle city limits as defined in the Port Stormwater Utility Charter; and

WHEREAS, The City of Seattle (City) must modify subsection 21.33.030.A of the Seattle Municipal Code to exclude all Port-owned property from the requirement to pay City stormwater and drainage fees; and

WHEREAS, in consideration for the City's release of claims against the Port for the creation and existence of the Port's Stormwater Utility, the Port will pay Seattle Public Utilities $3.99 million; and

WHEREAS, the City and Port have agreed to terminate a $100,000 credit from a January 1997 Interlocal Agreement; and

WHEREAS, the City passed Ordinance 124912 to include the Port-owned stormwater utility under utility taxes; and

WHEREAS, the City and Port recognize a need for ongoing cooperation and coordination related to operating separate but interconnected drainage utilities, and as Permittees under the

Phase I Municipal Stormwater Permit have a duty to coordinate stormwater-related policies, programs and projects with physically interconnected municipal storm sewer systems, NOW, THEREFORE,

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

Section 1. The Director of Seattle Public Utilities is authorized to execute an Interlocal Agreement that is substantially similar to the attachments attached hereto as Attachments 1 and 2, to serve as the operating agreement between SPU and the Port of Seattle Stormwater Utility.

Section 2. The Director of Seattle Public Utilities is authorize to accept, on behalf of the City, $3.99 million to be deposited in the Drainage and Wastewater Fund #44010.

Section 3. Section 3 of the January 17, 1997 Interlocal Agreement between the City of Seattle and Port of Seattle pertaining to the $100,000 annual credit from the City to the Port for in-kind services is terminated.

Section 4. Subsection 21.33.030.A of the Seattle Municipal Code, which section was last amended by Ordinance 124801, is amended as follows:

**21.33.030 Drainage service charges and drainage rates—Schedule—Exemptions**

A. A drainage service charge is imposed on every parcel within the City, and the owner(s) thereof, except for the following exempted property(ies):

1. The portion of a parcel that contains houseboats or piers that extend beyond the shoreline, as delineated by Geographic Information Systems (GIS) data;

2. That portion of a parcel that is submerged. If the parcel is entirely submerged, the entire parcel is exempt. If a portion of the parcel is submerged, only the submerged part will be exempt and the remainder of the parcel shall be billed as all other properties;

3. City streets;

4. State of Washington highways, so long as the State of Washington shall agree to maintain, construct, and improve all drainage facilities associated with State highways as required by the Utility in conformance with all Utility standards for maintenance, construction and improvement hereafter established by the Utility and so far as such maintenance, construction, and improvements shall be achieved at no cost to the Utility or to the City; and

5. All other streets, so long as such streets provide drainage services in the same manner as City streets and the owner(s) shall agree to maintain, construct, and improve all drainage facilities associated with such streets as required by the Utility in conformance with all Utility standards for maintenance, construction and improvement, hereafter established by the Utility and so far as such maintenance, construction and improvements, shall be achieved at no cost to the Utility or to the City.

6. Effective January 1, 2013, that portion of a parcel containing a riparian corridor that contains highly infiltrative pervious surface and meeting all qualification criteria established by the Utility by Director's Rule under Section 3.32.020 ((~~of the Seattle Municipal Code~~)). The Utility may consider Geographic Information System data and any other information determined necessary in identifying qualifying riparian corridors.

7. Effective January 1, 2013, that portion of a parcel containing an island that contains highly infiltrative pervious surface and less than ten percent impervious surface area. The Utility may consider Geographic Information System data and any other information determined necessary in identifying qualifying islands.

8. Effective upon the date set by Director's Rule, but no later than January 1, 2014, that portion of a parcel containing a wetland that meets all qualification criteria as established by the Utility by Director's Rule under Section 3.32.020 ((~~of the Seattle Municipal~~

~~Code~~)). The Director's Rule shall also establish administrative schedules and procedures for demonstrating initial and ongoing compliance with exemption criteria. For the 2014 billing year only, the Utility will accept applications and supporting exemption qualification documentation specified in the Director's Rule through May 15, 2014 as a basis for an adjustment to the 2014 drainage service charge for a particular parcel. Applications and supporting qualification documentation submitted after May 15, 2014 will be considered for future billing years under ((~~SMC~~)) subsection 21.33.070.A. The Utility may consider Geographic Information System data and any other necessary information in identifying qualifying wetlands.

9. Effective January 1, 2015, the City may, by interagency agreement signed by the Director of Seattle Public Utilities, waive the drainage service charge for parcels owned by public entities operating a stormwater utility within City limits.

Section 5. Any act consistent with the authority of this ordinance taken prior to its effective date is ratified and confirmed.

Section 6. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 26th day of September, 2016, and signed by me in open session in authentication of its passage this 26th day of September, 2016.

President _____ of the City Council

Approved by me this 29th day of September, 2016.

Edward B. Murray, Mayor

Filed by me this 29th day of September, 2016.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:
Attachment 1 – Port of Seattle-City of Seattle Interlocal Agreement
Exhibit A – List of Port Parcels Removed from SPU Drainage Billing
Exhibit B – City-Port of Seattle Drainage System Connections

Exhibit C – Stormwater Infrastructure Ownership Resolution and Seattle Public Utilities Easements Needed from the Port of Seattle

Attachment 1 – Current Ownership Shilshole Bay Marina

Attachment 2 – Current Ownership Terminal 91

Attachment 3 – Terminal 115 Easement Needed

Attachment 4 – Easements to be Resolved

Exhibit D – Example Connection Agreement

# PORT OF SEATTLE–CITY OF SEATTLE
# INTERLOCAL AGREEMENT
# REGARDING STORMWATER UTILITY OPERATIONS
## Seattle Public Utilities Agreement Number 15-083A

This Interlocal Agreement ("ILA") is made and entered into by the City of Seattle ("City") and the Port of Seattle ("Port"), jointly referred to as "the Parties." The effective date of this ILA is _____, 2016.

## RECITALS

WHEREAS, the City's Seattle Public Utilities ("SPU") operates the City's stormwater utility; and

WHEREAS, on January 1, 2015 the Port established a stormwater utility pursuant to RCW 53.08040, RCW 53.08.043 and other statutes which serves Port-owned land within the City limits as defined in the Port Stormwater Utility Charter approved by the Port Commission on November 25, 2014; and

WHEREAS, the City and the Port desire to enter into an Interlocal Agreement pursuant to RCW Ch. 39.34, and subject to City Council and Port Commission approval, that will serve as the operating agreement between the two utilities; and

WHEREAS, both the City and the Port are Permittees under the Phase I Municipal Stormwater Permit, pursuant to which both the City (under S5.C.3) and the Port (under S6.B) have a duty to coordinate stormwater-related policies, programs and projects within physically interconnected municipal separate storm sewer systems (MS4), and the Parties intend to address those requirements in part through this ILA; and

WHEREAS, the City and the Port recognize that interconnections between the two drainage utilities were constructed over a long period of time prior to the current land ownership, stormwater regulations, code requirements, and permits; and that the Parties accept stormwater flow from one another;

WHEREAS, the City and Port acknowledge that the control and regulation of stormwater has become increasingly stringent;

WHEREAS, the City and the Port agree that ongoing cooperation and exchange of information is in both of their best interests;

NOW THEREFORE, in consideration of the foregoing recitals, the Parties hereby agree as follows:

1. Cessation of Payment of SPU Drainage Fees on Port-owned Land.

1.1 The City recognizes the Port's authority to create and operate a stormwater utility under RCW 53.08.043 and 35.67.020. The City will modify the municipal code to expressly exclude all Port-owned property from the requirement to pay City stormwater and drainage fees after January 1, 2015. Exhibit A is a listing of the affected Port-owned property. SPU has removed the Port-owned property listed in Exhibit A from its drainage fee billing system.

1.1.1 Within 30 days after acquiring or disposing of property located within the City limits, the Port shall provide written notice to the City's Designated Representative identified in Section 6 regarding the ownership change, and shall annually update Exhibit A reflecting the change. Additions and deletions from Exhibit A shall not be deemed amendments to this ILA, and do not require written approval of the Parties.

1.2 When the Port disposes of property located within the City limits, the Port shall inform the new owner that, after sale, the property will be subject to the City's stormwater and drainage fees and rates.

1.3 Release of Claims. The City agrees to release any and all claims against the Port based on the alleged invalidity of the creation or existence of the Port's Stormwater Utility, or the Utility's authority to establish and assess rates, charges, fees or terms and conditions of service, and hereby covenants not to bring suit against the Port with respect to any such claim. The City's release of claims under this paragraph survives the termination of this agreement. Provided that, with respect to any utility service furnished by the Port's Stormwater Utility to the City (i.e., for property that the City leases from the Port), the City retains its rights as a customer or user to challenge the rates, charges, fees or terms and conditions of service applied to it by the Port.

1.4 Indemnification. The Port agrees to indemnify and hold harmless the City for any claims made against it based on (1) the alleged invalidity of the creation or existence of the Port's Stormwater Utility; (2) the Port Utility's authority to establish and assess rates, charges, fees or terms and conditions of service; (3) all additional terms of this ILA, other than those specified under this paragraph, and (4) the Port agrees to indemnify, hold harmless and defend the City for any claims made against it based on sections 1.1., 1.1.1, 1.2, 1.3, 1.5 and 1.6 of this ILA. The Port's indemnification under this paragraph, except for (3) of this paragraph, survives the termination of this agreement.

1.5 Consideration. In consideration for the release and settlement of all claims, and the other benefits to the Port that the City has provided in this ILA, the Port will pay to SPU $3.993 million within thirty (30) days after signing this ILA.

1.6 On January 17, 1997, the City and the Port entered into an "Interlocal Agreement between the City of Seattle and the Port of Seattle" (the "January 1997 ILA"). Section 3 of the January 1997 ILA concerned a $100,000 credit from the City to the Port on the annual drainage fee for in-kind services. Since this credit is no longer relevant or necessary, Section 3 of the January 1997 ILA is terminated.

2. Ownership and Maintenance of Drainage Pipes and Other Stormwater Facilities

2.1 The Parties have worked together to document, to the extent possible at this time, the physical location and ownership status of those stormwater systems and structures on or adjacent to Port property that interconnect with City of Seattle's stormwater systems and structures, including proposed, active or abandoned portions of the stormwater systems. The result of this work is series of maps is known as the "Seaport Stormwater and City of Seattle Connections Map Books" (hereafter - "the SW Map Books") and Exhibit B: City-Port of Seattle Drainage System Connection Table. This contains a comprehensive list of stormwater connections between the Port and the City, with status of issues that need resolution.

2.1.1 The Parties are committed to keeping the SW Map Books and City-Port of Seattle Drainage System Connection Table updated as a means to document location and ownership information, as well as the resolution of location and ownership disputes. Each Party shall maintain and update a copy of the SW Map Book throughout the year.

2.1.2 The Designated Representatives shall annually exchange their most current SW Map Books to assure that they remain consistent, and update the City-Port of Seattle Drainage System Connection Table. This exchange and update shall be coordinated with the annual meeting provided for in Section 8.1 of this ILA.

2.2 This mapping process has revealed that there are stormwater structures whose ownership status or precise location is unknown or disputed. The Parties recognize that infrastructure ownership questions exist and could arise in the future.

2.3 Specific structures with ownership questions were identified during the development of the SW Map Books for this ILA. The proposed ownership and agreed upon process and timeline for resolving these known issues is contained in Exhibit C.

2.4 The Parties agree to establish the following process for resolving future ownership status and location disputes:

2.4.1 Either Party may propose an ownership or location designation, and present the supporting information for that designation to the other Party at any time.

2.4.2 If the other Party disagrees with the proposed designation, it shall respond to the designation proposal by providing its supporting documents and information within six (6) months

2.4.3 If after the exchange of information and records, the Parties cannot reach agreement on the designation, then the Parties will utilize the Dispute Resolution process outlined in Section 8.4.

2.5 Where the Parties' MS4 drainage pipes interconnect, unless otherwise agreed upon and described in an agreement, the Parties agree that pipe ownership shall transfer at the point of connection, and that the "downstream" pipe owner shall own the connection point structure. The connection point shall typically be the first structure such as a maintenance hole or pipe that serves the downstream MS4. The "downstream" pipe shall be the pipe that carries the flow from the point of connection towards the point of discharge to the receiving water. This designation for transfer of ownership applies regardless of the boundaries of the surrounding property.

2.6 Each Party shall maintain its respective pipes and facilities in compliance with applicable City of Seattle Code requirements, the Phase I Municipal Stormwater Permit and any other applicable laws. The Port and the City are held to the same requirements.

3. City Municipal Authorities and Responsibilities

3.1 The City manages its drainage system and water quality within its jurisdiction through the Stormwater Code (SMC 22.800-808), Side Sewer Code (SMA Ch. 21.16 et seq.), Grading Code (SMC 22.170.010-250), and implementation of the City's Phase I Municipal Stormwater Permit.

3.2 The City has the authority to enforce all City ordinances, rules, and regulations including, but not limited to those governing non-stormwater discharges, construction phase stormwater pollution prevention measures, and post-construction stormwater management for new development and redevelopment. These authorities are not affected or diminished by the Port establishing and operating a stormwater utility on its property.

3.3 The Parties agree that prompt coordination about water quality inspections, investigations, spills and potential enforcement actions is desirable, and in certain situations, required by the Stormwater Code.

3.3.1 When a Party becomes aware that a violation of City Code may exist on Port property or in adjacent receiving waters, they will promptly notify the other Party by phone or email.

3.3.2 Any spills arising from the operations of the Port's Stormwater Utility or otherwise coming from Port property and entering the City's public drainage system, or discharging directly to receiving waters are required per codes in Section 3.1 to be reported to the City's Operations Response Center within 24 hours.

3.3.3 Spills to the Port's system are required to be reported to the Port's spill hotline (206-787-3350) within 24 hours.

3.3.4 The Party receiving the notification will promptly respond to the other Party by phone or email.

3.3.5 The City understands the Port's desire to work with tenants to address potential violations. The City will notify the Port of any potential enforcement actions relating to its tenants at least 48 hours prior to issuing notices of corrective action needed and notices of violation, as well as copy the Port on any such notices to the practical extent that the City has current information about Port tenants and locations. The City shall contact the designated representative regarding contact information for tenants.

3.3.6 If the City is responding to an emergency situation, the 48-hour notification by the City to the Port in Section 3.3.5 will not apply.

4. City Connections to the Port Drainage System and Utility

4.1 The Port is developing a Stormwater Connection Agreement to allow property owners and drainage system operators who are located outside of the Port Service Area to connect to and use Port Stormwater Facilities under specified terms and conditions (example in Exhibit D).

4.2 Some Port properties have industrial National Pollutant Discharge Elimination System (NPDES) permits with effluent standards and benchmarks. Industrial permit holders must meet effluent standards at designated point(s). . Discharges of stormwater or other sources can contribute to an industrial permit holder not meeting their benchmark requirements. Municipal NPDES permits (MS4) have different requirements than industrial permits and do not contain effluent standards and benchmarks.

4.2.1 Exhibit B identifies those connection points where the City discharges stormwater into Port-owned facilities that are subject to NPDES effluent standards and benchmark levels (i.e., column marked 'COS discharge to Port pipe with a discharge limit or requirement'). The Designated Representatives shall annually exchange any revisions to Exhibit B to correct or update the list of current connection points. This annual exchange shall be coordinated with the annual meeting provided for in Section 8.1 of the ILA.

4.3 For existing connections from the City drainage system to the Port drainage system, the City will not be required to enter into a Stormwater Connection Agreement.

4.3.1 The City is required to follow all municipal codes and requirements listed in Section 3.1.

4.3.2 The City does not intend for municipal stormwater discharge to create problems for the Port. Should either party become aware that a City connection is causing or could cause a problem for the Port, the party will promptly notify the other by phone or email. The party receiving the notice shall respond promptly. The Parties agree to work cooperatively to define the problem by sharing data, identifying potential solutions, costs, and cost allocation, and other pertinent information for resolving the issues.

4.3.3 The City does not intend that current or future municipal stormwater discharge into the Port stormwater infrastructure will impact the ability of the Port or Port tenants to achieve effluent standards or benchmarks requirements. If either Party identifies through quantitative data that City discharge is causing or contributing a site-specific benchmark to be exceeded, the Parties agree to notify one another and work cooperatively to identify solutions. The Parties recognize that solutions must be determined quickly due to the short time allowed to resolve Corrective Actions under industrial stormwater permits.

4.3.4 The resolution will be mutually agreeable. The City agrees to resolve its proportional contribution to these site-specific documented problems through options such as discharge diversion and treatment which may include contributing proportionally to the cost of treatment needed to reach benchmarks.

4.3.5 If the Parties cannot reach timely agreement on solutions to documented problems identified in Section 4.3.2 and 4.3.3, the Parties agree to use the Dispute Resolution process in Section 8.4. The Port or Port tenants may also use the City claims process to submit for damages.

4.4 The City does not intend to create new connections with Port, particularly to infrastructure on sites with industrial NPDES permits. However, should any new connections be needed or required, the City will enter into a Stormwater Connection Agreement with the Port (example shown in Exhibit D.)

4.5 In specific locations where the City leases property from the Port, the City will be a customer of the Port Stormwater Utility and is obligated to pay the related rates and charges.

4.6 The Port will not charge the City stormwater rates and charges except administrative fees as noted above for any new connections and for property that the City leases from the Port.

4.7 If Port property is being redeveloped, particularly sites with current or anticipated industrial permits, the Parties will work together to identify the feasibility of diverting municipal drainage away from Port infrastructure.

5. Property Access for Stormwater Systems

5.1 The Parties agree to work together to identify and define those areas where one Party's pipes or infrastructure are located on the other Party's property or in right of way without documented authorization that could include an easement, permit or other necessary approval. For infrastructure without the appropriate documented authorization at the time this ILA is signed, the Parties will strive to complete all required documentation by December 31, 2018. For areas identified after this ILA is signed, the Party needing an easement, permit or other necessary approval will proactively work to obtain the documented authorization within two years of identifying the need for the documented authorization.

5.2 The Parties agree to work together to identify existing easements with insufficient or inadequate terms and conditions, and to prepare appropriate amendments to correct the deficiencies. Until these existing easements can be amended, when a Party requires access for the purpose of maintaining pipes and facilities located on or under the other Party's property, the Parties agree that the generic guidelines listed below shall be used, unless the property owner provides alternative site-specific requirements:

5.2.1 Exhibit C identifies easements that SPU needs to obtain from the Port and a timeline.

5.3 Provide as much notice as practical prior to mobilizing to the site:

5.3.1 For Port property, notice shall be given by calling the Port's Marine Maintenance 24/7 dispatch 206-787-3350. The City may require the Port or Port tenants to move equipment and containers in order to access facilities and maintenance holes.

5.3.2 For access within City right of way, the Port shall follow conditions and notifications as required by the Seattle Department of Transportation. If Port access requires connection with the City drainage system, notice shall also be given by calling SPU's 24/7 Operations Control Center 206-386-1800.

5.3.3 On Port property, City staff or its contractors will be in City vehicles with City identification

5.3.4 For secure Port properties, City staff or its contractors shall either have TWIC credentials; or be accompanied by a Port or tenant escort with TWIC credentials, and in accordance with TWIC regulations.

5.3.5 For emergencies, the Parties will work together to coordinate access as quickly as possible. The Parties recognize that critical and after hours responses to protect infrastructure and natural resources may require immediate access without advance coordination. The Parties may need to work together to meet regulatory emergency requirements.

6. Designated Representatives

6.1 The Director of SPU shall designate a Representative and an Alternate Representative.

6.2 The Port's Stormwater Utility Director shall designate a Representative and an Alternate Representative.

6.3 Each Party may change its Designated Representative at any time, with thirty days written notice to the other Party.

7. Confidentiality and Use of Information.

7.1 Confidential Information. From time to time, the Parties may either (1) elect to disclose or transmit confidential information to each other, or (2) be under a duty

to disclose confidential information. Confidential information may be disclosed to or transferred among the Parties orally or in writing or by any other appropriate means of communication. Written communication that a party deems confidential shall be marked "confidential" by that Party.

7.2 Compelled Disclosure. Both Parties are public agencies subject to Washington's Public Disclosure Act. If confidential information becomes the subject of a Public Disclosure Act request, or an administrative or judicial order requiring disclosure, the Party may satisfy its confidentiality obligations under this ILA by notifying the other Party of the substance of the request or order at least five (5) business days prior to any such required disclosure.

8. Ongoing Communication and Dispute Resolution.

8.1 The Parties shall maintain open communications throughout the year to flag potential issues with stormwater runoff and the terms of this Agreement. The Designated Representatives, and other legal and technical staff as deemed necessary, shall meet annually to discuss matters pertaining to this ILA, including but not limited to: operation of the interconnected utility systems; exchange of GIS shape files or other documents to confirm ownership of the interconnected stormwater systems; updates to Exhibits A and B; policy and technical areas of concern; status of property rights documentation; the control of pollutants between the two stormwater systems; coordination with NW Seaport Alliance; and any other plans, policies and regulations related to stormwater management proposed by the Parties and other items as identified by the Parties.

8.2 The Designated Representatives, and other legal or technical staff as deemed necessary, will schedule and implement regular telephone calls or in-person meetings to address and resolve any issues related to implementation of this ILA. The Parties will set the call and meeting schedule as necessary to accomplish the goals of this ILA.

8.3 The Parties shall conduct a comprehensive evaluation of the ILA every five years. Should NPDES permit changes require modifications to this ILA, the Parties may shorten the review schedule to account for those changes in a timely way.

8.4 Every effort will be made to resolve disputes amicably first at the Designated Representative level. Disagreements that cannot be resolved at the Designated Representative level shall be elevated to the SPU Director and the Port's Stormwater Utility Director. If and when there is a disagreement between the Parties concerning any aspect of this ILA that cannot be resolved after good faith negotiation by the Parties, either Party may request appointment of a neutral mediator from a professional mediation service to resolve the dispute. Such request shall be a condition precedent to resorting to other remedies that either Party may have. The mediator shall be selected by common agreement and the Parties shall share the responsibility for paying the fees of the mediator. Each Party shall pay its own internal costs for participating in

the mediation process. The entire mediation process shall last no longer than fourteen (14) days, starting with the request for appointment of the mediator. Participation in this dispute resolution process shall not imply any waiver of legal claims.

9. Utility Tax. The City has amended its drainage utility tax ordinance, SMC 5.48.050, so that the tax will apply to revenues from the Port's stormwater utility. The tax rate applicable to the Port's Stormwater Utility as defined in SMC 5.48.050 is the same as the corresponding rate applied to the City's drainage utility.

10. No Admission of Liability. A Party's agreement to and compliance with this ILA shall not be considered an admission of liability, or a waiver of any right or defense by either Party.

11. Enforceability by Third Parties. This ILA is not intended for the benefit of any person or entity not a signatory to this ILA, and is not enforceable by any third party.

12. Amendment and Termination. Except as provided below, this ILA may be amended or terminated only in writing by the approval of both Parties. Such amendments shall become effective on the date of signature by both Parties, or at such time as is stated in the amendment.

12.1 Additions and deletions from Exhibits A and B shall not be deemed amendments to this ILA, and do not require written approval of the Parties.

12.2 .Either Party may terminate this Agreement upon 30 days' written notice to the other if: (1) the other Party materially defaults in performing its obligations under this Agreement and does not commence to cure the default within 30 days after receiving written notice of the default and does not diligently proceed to fully cure the default; or (2) if compliance with this Agreement becomes impossible due to: changes in the Municipal Stormwater NPDES permit issued to the Port or to the City of Seattle; or to changes to any local, state or federal law, and the parties are unable to satisfactorily amend the agreement to address the impossibility within a reasonable time; or other changed circumstances; or (3) the Port ceases to operate a stormwater utility under RCW 53.08.043, RCW 35.67.010 and RCW 35.67.020.

12.3 Paragraphs 1.3 (release of claims), 1.4 indemnification (except for (3) in paragraph 1.4) and 1.5 (covenant not to sue) are not subject to the termination provisions of paragraph 13.2. Paragraphs 1.3, 1.4 and 1.5 describe obligations of the parties that survive the termination of any other provisions of this agreement.

13. Severability. If any provision of this ILA is deemed invalid or unenforceable, the balance of the ILA shall remain in full force and effect.

14. Counterparts. This ILA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

15. Governing Law. This ILA shall be construed under and in accordance with laws of the state of Washington and venue shall lie in King County Superior Court.

16. Entire Agreement. This ILA, including documents incorporated by reference, constitutes the entire understanding of the Parties with respect to its subject matter.

IN WITNESS WHEREOF, the Parties hereto enter into this ILA. Each person signing this ILA represents and warrants that he or she has been duly authorized to enter into this ILA by the municipal corporation on whose behalf the person is signing.

| CITY OF SEATTLE | PORT OF SEATTLE |
|---|---|
| By:_____ | By:_____ |
| Name:_____ | Name:_____ |
| Its:_____ | Its:_____ |
| Date: _____ | Date: _____ |

**List of Exhibits**

**Exhibit A: List of Port Parcels Removed from SPU Drainage Billing**
**Exhibit B: City-Port of Seattle Drainage System Connection Table**
**Exhibit C: Stormwater Infrastructure Ownership Resolution and SPU Easements Needed from the Port of Seattle**
**Exhibit D: Example Connection Agreement**

Att 1 Ex A – List of Parcels Removed from SPU Drainage Billing
V1a

Exhibit A

The following table contains the Property Identification Number (PIN) for parcels from which the Port of Seattle collects stormwater utility fees. This list is current as of April 2016.

| PIN | PIN | PIN | PIN | PIN |
|---|---|---|---|---|
| 213000046 | 7666201601 | 7666702059 | 7666702520 | 7671800060 |
| 468000050 | 7666201605 | 7666702060 | 7666702525 | 7671800136 |
| 1125039068 | 7666201620 | 7666702071 | 7666702550 | 7671800138 |
| 1327300005 | 7666201715 | 7666702080 | 7666702560 | 7987400020 |
| 1327300052 | 7666202055 | 7666702085 | 7666702565 | 7666207795 |
| 1924049103 | 7666202120 | 7666702110 | 7666702570 | 7666701682 |
| 1977200135 | 7666202295 | 7666702140 | 7666702575 | 7666703460 |
| 1977200187 | 7666202320 | 7666702181 | 7666702585 | 7666705350 |
| 2325039012 | 7666202325 | 7666702270 | 7666702590 | 7666705565 |
| 2325039013 | 7666202340 | 7666702280 | 7666702600 | |
| 2325039018 | 7666202631 | 7666702285 | 7666702950 | |
| 2325039046 | 7666207575 | 7666702294 | 7666703070 | |
| 2325039107 | 7666207695 | 7666702295 | 7666703090 | |
| 2771101801 | 7666207785 | 7666702300 | 7666703100 | |
| 2771101802 | 7666207800 | 7666702310 | 7666703440 | |
| 2771600650 | 7666207810 | 7666702315 | 7666703532 | |
| 2771604406 | 7666207830 | 7666702335 | 7666703980 | |
| 2771604890 | 7666207900 | 7666702340 | 7666704000 | |
| 2771605385 | 7666207905 | 7666702345 | 7666704010 | |
| 2840201235 | 7666700275 | 7666702365 | 7666704030 | |
| 5367202503 | 7666700315 | 7666702370 | 7666705000 | |
| 5367202505 | 7666700325 | 7666702375 | 7666705002 | |
| 6780950010 | 7666700390 | 7666702380 | 7666705020 | |
| 6780950020 | 7666700510 | 7666702385 | 7666705022 | |
| 6780950030 | 7666700515 | 7666702430 | 7666705045 | |
| 6780950040 | 7666700560 | 7666702435 | 7666705200 | |
| 6780950050 | 7666701220 | 7666702455 | 7666705209 | |
| 7327902346 | 7666701330 | 7666702465 | 7666705340 | |
| 7666200105 | 7666701356 | 7666702475 | 7666705350 | |
| 7666201146 | 7666701690 | 7666702485 | 7666705565 | |
| 7666201153 | 7666701865 | 7666702490 | 7666706435 | |
| 7666201530 | 7666701866 | 7666702495 | 7666706565 | |
| 7666201560 | 7666701880 | 7666702500 | 7667800005 | |
| 7666201595 | 7666701940 | 7666702510 | 7671800030 | |
| 7666201600 | 7666702058 | 7666702515 | 7671800059 | |

Att 1 Ex B - City-Port of Seattle Drainage System Connections
V1a

| Port of Seattle Connection Point ID | City of Seattle Connection Point ID | Port Mapbook Page | Port Facility | COS discharge to POS pipe with a discharge limit or requirement | Other COS to Port discharge | Port discharge to COS | Further work or investigation needed? | May 2016 Next Steps | Lead on next steps | May 2016 Notes |
|---|---|---|---|---|---|---|---|---|---|---|
| 3 | SBM-3 | 5 | SBM | | yes | | No | See ILA Exhibit C. | | |
| 8 | FT-01 | 7 | FT | | | yes | Yes | Port to field verify configuration, clean and CCTV. Discuss in 2017 | Port | |
| 10 | T91-01 | 8 | T91 | | yes | | No | | | SPU has offered to help contribute towards wetland revegetation if needed |
| 12 | T91-02 | 8 | T91 | | yes | | Yes | See ILA Exhibit C. Port to field verify connection location needed for future SPU Easement. Discuss in 2017. | Port | |
| 13 | T91-03 | 9 | T91 | | yes | | Yes | See ILA Exhibit C. Port to field verify connection location needed for future SPU Easement. Discuss in 2017. | Port | |
| 15 | T91-07 | 10 | MMNO | Yes - Industrial Permit | | | No | | | |
| 16 | T91-05 | 10 | MMNO | Yes - Industrial Permit | | | No | | | |
| 17 | T91-04 | 10 | MMNO | Maybe - Industrial Permit | | | Yes | Port to field verify connection. Discuss in 2017. | Port | |
| 18 | T91-08 | 12 | Tsubota | | | yes | No | | | |
| 23 | NA | 13 | T46 | Yes - Industrial Permit | TBD? | | Yes | SPU will confirm disconnection status when construction is complete and provide as built or other record. Discuss in 2017. | SPU | Area under construction. Likely disconnected. |
| 27 | T25-01 | 14 | T25 | | | yes | No | | | |
| 31 | MMS-02 | 15 | MMShop | | | yes | No | | | |
| 32 | MMS-03 | 15 | MMShop | | | yes | No | | | Connection is Port Drainage to SPU Combined |
| 33 | MMS-04 | 15 | MMShop | | | yes | No | | | Connection is Port Drainage to SPU Combined |
| 34 | MMS-05 | 16 | MMShop | | | yes | No | | | Connection is Port Drainage to SPU Combined |
| 35 | MMS-01 | 15 | MMShop | | | yes | No | | | Connection is Port Drainage to SPU Combined |
| 39 | T18-05 | 16 | P16 | | | yes | No | | | |
| 40 | NA | 16 | P16 | | | NA | Yes | Port to field verify that SPU CB and pipe are disconnected. Discuss in 2017. | Port | |
| 41 | T18-06 | 16 | P16 | | | yes | No | | | |
| 42 | T18-08 | 16 | P16 | | | yes | No | | | |
| 44 | T18-09 | 16 | HIC | | | yes | No | | | |
| 45 | T18-10 | 16 | HIC | | | yes | No | | | |
| 46 | T18-26 | 16 | HIC | | | yes | No | | | |
| 58 | T18-15 | 17 | HIC | | | yes | No | | | |

Att 1 Ex B - City-Port of Seattle Drainage System Connections
V1a

| Port of Seattle Connection Point ID | City of Seattle Connection Point ID | Port Maphook Page | Port Facility | COS discharge to POS pipe with a discharge limit or requirement | Other COS to Port discharge | Port discharge to COS | Further work or investigation needed? | May 2016 Next Steps | Lead on next steps | May 2016 Notes |
|---|---|---|---|---|---|---|---|---|---|---|
| 59 | T18-14 | 17 | T18 | | | yes | No | | | |
| 61 | T18-13 | 17 | T18 | | | yes | No | | | |
| 62 | T18-12 | 17 | T18 | | | yes | No | | | |
| 63 | T18-11 | 17 | T18 | | | yes | No | | | |
| 64 | T18-16 | 18 | T18 | | | yes | No | | | |
| 65 | T18-17 | 18 | T18 | | | yes | No | | | |
| 66 | T18-18 | 18 | T18 | | | yes | No | | | |
| 67 | T18-19 | 18 | T18 | | | yes | No | | | |
| 68 | T18-21 | 19 | T18 | | | yes | No | | | |
| 69 | T18-20 | 19 | T18 | | | yes | No | | | |
| 71 | T18-23 | 19 | T18 | Yes - Industrial Permit. Location is controlled by Port via Street Use Permit #99920. | | | No | | | |
| 72 | T18-25 | 19 | T18 | | | yes | No | | | |
| 76 | NA | 20 | T-5 | | | | Yes | To be addressed as part of T-5 Street Vacation documentation process. Check in on status in 2017. | Port | Difference of opinion on ownership of mainline |
| 77 | NA | 20 | T-5 | | | | Yes | To be addressed as part of T-5 Street Vacation documentation process. Check in on status in 2017. | Port | Difference of opinion on ownership of mainline |
| 78 | NA | 20 | T-5 | | | | Yes | To be addressed as part of T-5 Street Vacation documentation process. Check in on status in 2017. | Port | Difference of opinion on ownership of mainline |
| 80 | T5-02 | 21 | T5 | | | yes | No | | | |
| 81 | T5-03 | 21 | T5 | | | yes | No | | | |
| 82 | T5-04 | 21 | T5 | | | yes | No | | | |
| 83 | T5-01 | 21 | T5 | | | yes | No | | | |
| 84 | T5-05 | 21 | T5 | | | yes | No | | | |
| 94 | T106-24 | 23 | T106 | | | yes | No | | | |
| 95 | T106-25 | 23 | T106 | | | yes | No | | | ConGlobal Property has an Industrial Permit. |
| 96 | T106-26 | 24 | T106 | | | yes | No | | | |
| 97 | T106-27 | 24 | T106 | | | yes | No | | | |
| 98 | T106-28 | 24 | T108 | | | yes | No | | | |
| 100 | T115-02 | 25 | T115 | | | yes | No | | | |
| 101 | T115-04 | 25 | T115 | | | yes | No | | | |
| 102 | T115-05 | 25 | T115 | | | yes | No | | | |
| 103 | T115-06 | 25 | T115 | | | yes | No | | | |
| 104 | T115-07 | 25 | T115 | | | yes | No | | | |

Att 1 Ex B - City-Port of Seattle Drainage System Connections
V1a

| Port of Seattle Connection Point ID | City of Seattle Connection Point ID | Port Manhook Page | Port Facility | COS discharge to POS pipe with a discharge limit or contaminants | Other COS to Port discharge | Port discharge to COS | Further work or investigation needed? | May 2015 Next steps | Lead on next steps | May 2015 Notes |
|---|---|---|---|---|---|---|---|---|---|---|
| 105 | T115-17 | 26 | T115 | | | yes | No | | | |
| 106 | T115-14 | 26 | T115 | | | yes | No | | | |
| 107 | T115-18 | 26 | T115 | | | yes | No | | | |
| 108 | T115-13 | 26 | T115 | | | yes | No | Port to share Foley Enterprises As-built 1996 | Port | |
| 109 | NA | 26 | T115 | | | yes | No | Port to share Foley Enterprises As-built 1996 | Port | |
| 110 | T115-11 | 26 | T115 | | | yes | No | | | |
| 111 | T115-08 | 26 | T115 | | | yes | No | | | |
| 114 | T18-01 | 16 | T18 | | | yes | No | | | |
| 115 | T18-02 | 16 | T18 | | | yes | No | | | |
| 116 | T18-03 | 16 | T18 | | | yes | No | | | |
| 117 | T18-22 | 19 | T18 | | | yes | No | | | |
| 118 | T106-02 | 23 | T106 | | | yes | No | | | |
| 119 | T106-03 | 23 | T106 | | | yes | No | | | |
| 120 | T106-05 | 23 | T106 | | | yes | No | | | |
| 121 | T106-06 | 23 | T106 | | | yes | No | | | |
| 122 | T106-08 | 23 | T106 | | | yes | No | | | |
| 123 | T106-29 | 23 | T106 | | | yes | No | | | |
| 124 | T106-10 | 23 | T106 | | | yes | No | | | |
| 125 | T106-11 | 23 | T106 | | | yes | No | | | |
| 126 | T106-13 | 23 | T106 | | | yes | No | | | |
| 127 | T106-14 | 23 | T106 | | | yes | No | | | |
| 128 | T106-15 | 23 | T106 | | | yes | No | | | |
| 129 | T106-17 | 23 | T106 | | | yes | No | | | |
| 130 | T106-19 | 23 | T106 | | | yes | No | | | |
| 131 | T106-21 | 23 | T106 | | | yes | No | | | |
| 132 | T106-22 | 23 | T106 | | | yes | No | | | |
| 133 | T106-18 | 23 | T106 | | | yes | No | | | |
| 138 | T91-06 | 10 | MMNO | TBD. SPU thinks yes | | | Yes | Port to field verify. Discuss in 2017. | Port | |
| 139 | NA | 24 | T-108 | | TBD? | | Yes | Port to field verify if tree is growing over CB and if CB exists. Discuss in 2017. | Port | |
| 140 | NA | 6 | FT | | N/A | | No | | | Discharge from bridge is to a concrete pad by the permit area |
| 142 | T115-10 | 26 | T115 | | | yes | No | | | |
| 143 | T18-24 | 19 | T18 | | | yes | No | | | |
| 144 | T18-04 | 16 | T18 | | | yes | No | | | |
| 146 | T18-07 | 16 | T18 | | | yes | No | | | |
| 147 | NA | 12 | Tsubota | | | | Yes | | | |
| 148 | SBM-1 | 3 | SBM | | yes | | | See ILA Exhibit C | | |
| 201 | NA | 4 | SBM | | yes, unless ownership transfer | | No | See ILA Exhibit C | | |

Att 1 Ex B - City-Port of Seattle Drainage System Connections
V1a

| Port of Seattle Connection Point ID | City of Seattle Connection Point ID | Port Mapbook Page | Port Facility | COS discharge to POS type with a discharge limit or requirement | Other COS to Port discharge | Port discharge to COS | Further work or investigation needed? | May 2016 Next Steps | Lead Tenant Steps | May 2016 Notes |
|---|---|---|---|---|---|---|---|---|---|---|
| 202 | NA | 4 | SBM | | yes, unless ownership transfer | | No | See ILA Exhibit C | | |
| 204 | NA | 5 | SBM | | yes, unless ownership transfer | | No | See ILA Exhibit C | | |
| 205 | NA | 5 | SBM | | yes, unless ownership transfer | | No | See ILA Exhibit C | | |
| 206 | NA | 5 | SBM | | yes, unless ownership transfer | | No | See ILA Exhibit C | | |
| 207 | T115-01 | 25 | T115 | | | yes | No | | | No as-builts, but Port has verified map is correct |
| 211 | NA | 21 | T5 | | | | Yes | To be addressed as part of T-5 Street Vacation documentation process. Check in on status in 2017. | Port | Difference of opinion on ownership |
| 212 | T5-06 | 21 | T5 | | | yes | No | | | Port Drainage to SPU Combined |
| 213 | T115-16 | 26 | T115 | | | yes | No | | | |
| 214 | T115-15 | 26 | T115 | | | yes | No | | | |
| 216 | NA | 28 | T104 | | | | Yes | See ILA Exhibit C. Next step is a base map of infrastructure with property | SPU | |
| 217 | NA | 28 | T104 | | | | Yes | See ILA Exhibit C. Next step is a base map of infrastructure with property | SPU | |
| 218 | NA | 28 | T104 | | | | Yes | See ILA Exhibit C. Next step is a base map of infrastructure with property | SPU | |
| 219 | NA | 28 | T104 | | | | Yes | See ILA Exhibit C. Next step is a base map of infrastructure with property | SPU | |
| 221 | T106-23 | 23 | T106 | | | yes | No | | | |
| 223 | T115-09 | 26 | T115 | | | yes | No | | | Port Drainage to SPU Combined |
| 224 | T106-01 | 23 | T106 | | | yes | No | | | Port Drainage to SPU Combined |
| 226 | T106-16 | 23 | T106 | | | | No | Port to field verify. Discuss in 2017. | Port | Removed by SPU. |
| 227 | T106-20 | 23 | T106 | | | | No | Port to field verify. Discuss in 2017. | Port | Removed by SPU. |
| 232 | T115-12 | 26 | T115 | | | yes? | Yes | Port to research this connection as well as new connection T115-19 added to the table. Discuss in 2017. | Port | Plan 877-53-1 shows both connections. |
| 233 | SBM-2 | 3 | SBM | | yes | | | See ILA Exhibit C. | | |
| 404 | Central 1 | 4 | SBM | | | | No | See ILA Exhibit C | | |

Att 1 Ex B - City-Port of Seattle Drainage System Connections
V1a

| Port of Seattle Connection Point ID | City of Seattle Connection Point ID | Port Maplook Page | Port Facility | COS discharge to POS pipe with a discharge limit or requirement | Other COS to Port discharge | Port discharge to COS | Further work or investigation needed? | May 2016 Next Steps | Lead for next steps | May 2016 Notes |
|---|---|---|---|---|---|---|---|---|---|---|
| **405** | Central 2 | 4 | SBM | | | | Yes | See ILA Exhibit C | | |
| **407** | South 2 | 5 | SBM | | | | Yes | See ILA Exhibit C | | |
| **408** | South 2 | 5 | SBM | | | | Yes | See ILA Exhibit C | | |
| **409** | South 3 | 5 | SBM | | | | Yes | See ILA Exhibit C | | |
| **410** | South 3 | 5 | SBM | | | | Yes | See ILA Exhibit C | | |
| **411** | South 4 | 5 | SBM | | | | Yes | See ILA Exhibit C | | |
| **413** | 23rd W & W Crockett St | 8 | T91 | | | | Yes | See ILA Exhibit C | | |
| **415** | Dead end of W Plymouth St | 9 | T91 | | | | Yes | See ILA Exhibit C | | |
| **416** | | 11 | T91 | | | | No | | | SPU Easement #7706301185 |
| **417** | T46 | 13 | T46 | | | | No | | | SPU Easement #s: 8406050823, 8208270495, 7111090334 |
| **418** | | 14 | T25 | | | | No | | | SPU Easement# 7108180366 |
| **419** | | 16 | T18 | | | | No | | | Easement in development in Port-SPU T-18 Street Vacation process |
| **420** | | 17 | T18 | | | | No | | | SPU Easement # 5674818; New easement in development in the Port-SPU T-18 Street Vacation process |
| **421** | | 20 | T5 | | | | Yes | To be addressed as part of T-5 Street Vacation documentation process. Check in on status in 2017. | Port | Ownership difference of opinion (see # 76, 77, 78) |
| **422** | | 21 | T5 | | | | No | To be addressed as part of the T-5 Street Vacation documentation process. Check in on status in 2017. | Port | SPU Easement need |
| **423** | | 22 | T105 | | | | No | | | SPU Easement #20110922001010 |
| **424** | | 23 | T106 | | | | No | | | SPU Easement #6626023 |
| **425** | | 25 | T115 | | | | No | | | SPU Easement #6412219 |
| **426** | | 26 | T115 | | | | No | | | SPU Easement #6679400 |
| **427** | Line around building | 26 | T115 | | | | Yes | See ILA Exhibit C | | |
| **428** | | 27 | T30 | | | | No | | | City reserved right under Ordinance 89141 (3-18-1960) |
| **429** | | 28 | T104 | | | | Yes | See ILA Exhibit C | | |
| **430** | | 28 | T104 | | | | Yes | See ILA Exhibit C | | |
| **431** | | 29 | T-117 | | | | No | | | SPU Easement #20150320000610 |
| **432** | | 28 | T104 | | | | Yes | See ILA Exhibit C | | |
| **# Needed** | T104-01 | 28 | T104 | | | yes | Yes | SPU to share title search documentation, Port to field investigate. Discuss in 2017. | SPU, then Port | |
| **# Needed** | T115-19 | 26 | T115 | | | yes? | Yes | Port to research this connection as well as new connection T115-19 added to the table. Discuss in 2017. | Port | Plan 877-53-1 shows both connections. |

Att 1 Ex B - City-Port of Seattle Drainage System Connections
V1a

| Port of Seattle Connection Point ID | City of Seattle Connection Point ID | Port Maphook Page | Port Facility | COS discharge to POS pipe with a discharge limit or requirement | Other COS to Port discharge | Port discharge to COS | Further work or investigation needed? | May 2015 Next steps | Next on next steps | May 2015 Notes |
|---|---|---|---|---|---|---|---|---|---|---|
| **Page 28** | | 28 | near T104 | | | | No | See ILA Exhibit C | | Under Ordinance 124477, the Port is dedicating ROW and easements to the City. Storm lines owned by SPU |

EXHIBIT C

**Stormwater Infrastructure Ownership Resolution and**
**Seattle Public Utilities Easements Needed from the Port of Seattle**

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This Exhibit of the Port of Seattle-City of Seattle Interlocal Agreement (ILA) Regarding Stormwater Utility Operations includes proposed resolution of infrastructure ownership issues and easements needed by the City of Seattle identified during the development of the Stormwater Map Books (SW Map Books).

**1. Shilshole Bay Marina**

The Port and City identified eight storm drainage "systems" that needed clarification of ownership and/or property rights. These "systems" are shown on Attachment 1 and can be found in the Seaport SW Map Book pages 3-5 (5/12/2016). The drainage "systems" involve a mix of infrastructure on the adjacent hillside, pipes and inlets in the road that were originally installed by the City when Seaview Drive was constructed, pipes that were extended by the Port from City lines with few or no Port connections, and lines that may no longer exist or be operational.

**A. Ownership Resolution**

Using street use permit data, side-sewer card data, Seattle Public Utilities (SPU) and Port GIS data on infrastructure, construction and current ownership records, and any existing easement records for each "system," the Port and City verified current ownership and discussed future ownership of each system. The construction information, current ownership, and resolution of ownership issues are described below and summarized in Table 1.

i. North 1 and North 2. The drainage on North 1 and North 2 starts on Burlington Northern Santa Fe Railroad (BNSFRR) property. Drainage infrastructure was likely first constructed by the railroad. The City installed drainage in right of way (ROW) when Seaview Drive was constructed. The lines were extended by the Port when Shilshole Bay Marina (SBM) was constructed. North 1 and North 2 are natural drainages. On North 1, the City has inlets in the roadway and the Port has two catchbasins behind a Port-controlled fenced area. On North 2, the City has inlets in the roadway and the Port installed a sediment vault. The sediment vault is partly on Port property and partly in ROW in Port parking area.

Since North 1 and North 2 involve BNSFRR, the City and the Port, the ownership of these lines will be as follows: 1) the City owns and is responsible for maintaining drainage structures from the western edge of BNSFRR property line to the western edge of the sidewalk, and 2) the Port owns the infrastructure from the western edge of the sidewalk to the outfall.

The Port and City recognize that North 2 is a natural drainage course that drains BNSFRR property. The City and the Port will continue to work cooperatively to address sediment

concerns, including working with BNSFRR. The City will continue to implement municipal authorities described in Section 3 of the ILA.

ii. Central 1, Central 2, South 2 and South 4. These four lines were originally installed by the City when Seaview Drive was constructed. The lines were extended by the Port when the SBM was constructed. Because the Port has few or no connections to these systems, the City intends to take ownership of the portions extended by the Port if these lines are in acceptable condition to SPU. SPU and the Port will work out the responsibilities and costs to CCTV the lines and clean them. SPU and the Port will jointly discuss the condition, identify needed repairs and timing of repairs, and identify any work needed before the City takes ownership. The work to resolve the ownership will be completed within one year of the signing of the ILA. If City agrees to take these lines, SPU and the Port will enter into an asset transfer agreement. There will be no charge between the City and the Port for the transfer. If the Port and City cannot reach agreement on conditions and repairs, the Port will continue to own the extended portions of the stormdrains.

iii. South 1. Port owns the majority of South 1, which was constructed by the Port to serve Port property. The City will own and operate the portion of the line in the road to the western edge of the sidewalk.

iv. South 3. The City assumes ownership of South 3 given existing SPU easements in this location. The Port and SPU will field verify what infrastructure exists. These may be drainage, sewer or combined lines.

**B. Easement Acquisition**

Following ownership resolution of Central 1, Central 2, South 2 and South 4, the Port will grant the City one Master Easement for the SBM area. SPU and the Port will evaluate if the existing easements on South 3 should be incorporated into the new Master Easement. The easement work will be completed within two years of the signing of the ILA. The Port will not charge the City for these easements.

**Table 1. Current and Proposed Construction, Ownership and Easement Details of Infrastructure at Shilshole Bay Marina**

| Storm Drain "System" (Easement Table ID) | Port Outfall #, SW Map Book pg | Construction and current ownership | Existing connections and easements | Proposed ownership pending resolution of condition and easement need |
|---|---|---|---|---|
| North 1 (401) | 6034 Pg. 3 | • Portion in road: Constructed by City, owned by City<br>• Portion on Port parking area and property: Extended by Port, owned by Port | • Port: 2 catchbasins (CB)<br>• City: 2 inlets and maintenance hole (MH) in road<br>• BNSFRR: Adjacent hillside | • City: From BNSFRR western property line to western edge of the sidewalk abutting Port property<br>• Port: From western edge of the sidewalk abutting Port parking area to the outfall |
| North 2 (402) | 6037 Pg. 3 | • Portion in road: Constructed by City, owned by City<br>• Portion on Port parking area and property: Lines extended by Port, sediment vault constructed, owned by Port | • Port: 0 CB/sediment vault<br>• City: 3 inlets and MH in road<br>• BNSFRR: Adjacent hillside | • City: From BNSFRR western property line to western edge of the sidewalk abutting Port property<br>• Port: From western edge of the sidewalk abutting Port parking area to the outfall |
| Central 1 (404) | 6045 Pg. 4 | • Portion in road: Constructed by City, owned by City<br>• Portion on Port parking area and property: Extended by Port, owned by Port | • Port: 0 CB<br>• City: 4 inlets and MH in road | • Potential City ownership of portion extended by Port pending condition assessment<br>• If City owns, City to obtain an easement under a new SBM Master Easement |
| Central 2 (405) | 6049 Pg. 4 | • Portion in road: Constructed by City, owned by City<br>• Portion on Port parking area and property: Extended by Port, owned by Port | • Port: 0 CB<br>• City: 2 inlets and MH in road | • Potential City ownership of portion extended by Port pending condition assessment<br>• If City owns, City to obtain an easement under a new SBM Master Easement |

| Storm Drain "System" (Easement Table ID) | Port Outfall #, SW Map Book pg | Construction and current ownership | Existing connections and easements | Proposed ownership pending resolution of condition and easement need |
|---|---|---|---|---|
| South 1 (406) | 6086 Pg. 5 | • Portion in road: Likely constructed by City; owned by City<br>• Portion on Port parking area and property: Constructed by Port, owned by Port | • Port: 5 CBs<br>• City: 2 inlets in road | • City owns and operate the line in the road to the western edge of the sidewalk<br>• Port owns the portion of the system in the Port parking area and on Port property |
| South 2 (407, 408) | 6059 / 60 Pg. 5 | • Portion in road: Constructed by City, owned by City<br>• Portion on Port parking area and on Port property: Extended by the Port, owned by the Port<br>• Potential lateral to north: Needs field investigation to verify what is in the ground prior to discussions of ownership | • Port: 0 CB<br>• City: 4 inlets and MH in road<br>• No apparent connections to the northern line | • Potential City ownership of portion extended by Port pending condition assessment, including verification of a potential northern lateral<br>• City to obtain an easement under a new SBM Master Easement |
| South 3 (409, 410) | 6062 Pg. 5 | • City likely already owns lines given existing easements<br>• Portions likely constructed by City. Unclear what portions may have been constructed by the Port<br>• Lines may be drainage, sewer or combined lines | • Port: 0 CB<br>• City has two easements: recording #5138628 accepted by Ordinance 89044 and recording #5563000 accepted by Ordinance 91936 | • Likely City already owns<br>• City and Port will verify what is in the ground<br>• City may obtain a new easement (or easements if the second line exists and is operational) under a new SBM Master Easement; if that occurs, City to relinquish existing easements |
| South 4 (411) | 6069 Pg. 5 | • Portion in road: Constructed by City, owned by City<br>• Portion on Port Property parking area and on Port property: Extended by the Port, owned by the Port | • POS: 0 CB<br>• City: Larger system connects from the south | • Potential City ownership of portion extended by Port pending condition assessment |

| Storm Drain "System" (Easement Table ID) | Port Outfall #, SW Map Book pg | Construction and current ownership | Existing connections and easements | Proposed ownership pending resolution of condition and easement need |
|---|---|---|---|---|
| | | | | • City to obtain an easement under a new SBM Master Easement |

2. **Terminal 91**

Two stormdrains from the hillside above Terminal 91 drain City ROW (Attachment 2). These connections are on page 8 and 9 of the Seaport SW Map Book. Construction documentation could not be found. These drains are:

1) Port Connection 12: pipe from catch basin/structure in the gutter along 23rd Ave W (near W Crockett St) to the connection with Port approximately at MH D027-236.

2) Port Connection 13: pipe from MH at the dead end of W Plymouth St to the connection with Port approximately at MH D027-037.

A. **Ownership Resolution.** The City assumes ownership of the two storm drains since they drain City rights-of-way. The Port and SPU will work together to determine the specific connection locations taking access into consideration. The connection points will be agreed upon within one year of signing of the ILA.

B. **Easement Acquisition.** After determining the connection points, the Port will grant the City one master easement for the two locations within two years of signing the ILA. The Port will not charge the City for the easement.

3. **Terminal 115**

In 1993, the Port reconstructed a City storm drain around a building on T-115 as shown in Attachment 3, Storm Drain Relocation Vault Plan 877-53. The plan notes that an easement was to be acquired. As part of the reconstruction work, a storm drain under the building was abandoned.

A. **Easement Acquisition and Relinquishment.** The Port will grant the City an easement. The City will relinquish the existing easement (recording #7510150842) accepted by Ordinance #105301 for the pipe that was abandoned during construction. The Port will not charge the City for the easement since this work was to be completed more than 20 years ago.

4. **Vicinity of South Spokane Street and East Marginal Way near T-104**

The City will need to acquire a master easement for infrastructure in the vicinity of Terminal 104 along South Spokane Street area and East Marginal Way (see Attachment 4). This area is shown on Seaport SW Map Book page 28. A title report initiated by SPU shows a complex parcel ownership, and that City infrastructure cross back and forth between public and Port-owned property.

A. **Easement Acquisition.** The City and the Port will work cooperatively to create an accurate map of parcel ownership and infrastructure ownership in order to identify easements needed. This work will be completed within one year of the signing of the ILA. The Port will then grant the City one master easement in this area within two years of the signing of the ILA. The Port will not charge the City for the easements.

**Terminal 18, Terminal 5, and East Marginal Way Near Terminal 104**

The Port and City have processes in place through other efforts to address known infrastructure ownership and easement needs at Terminal 18, Terminal 5 and East Marginal Way. These efforts are:

- T-18 street vacations under City Clerk File 301929 dated July 20, 1998 and the Harbor Island Redevelopment Agreement date April 1, 1999.
- T-5 street vacations under City Clerk File 300283 dated September 28, 1995, Section D of the January 17, 1997 Interlocal Agreement between the City of Seattle and Port of Seattle, and related Terminal 5 redevelopment documents from the mid-1990s.
- East Marginal Way ROW and easement dedication under City Ordinance 124477 filed May 29, 2014.

# Current Ownership Shilshole Bay Marina

Attachment 1

- Maintenance Hole
- Outfall
- Vault
- Infall
- Pump Station
- Water Quality Structure
- Misc Structures
- CB, INL, JB, SB, AD
- Roof Drain
- Pump
- Cleanout

**Mainlines**

- SPU Drainage Mainline
- SPU Sanitary Mainline
- SPU Combined Mainline
- POS Drainage Mainline
- POS Sanitary Mainline
- POS Combined Mainline
- KC Combined Mainline
- Private Drainage Mainline
- Private Sanitary Mainline
- Private Combined Mainline

**Ditches and Culverts**

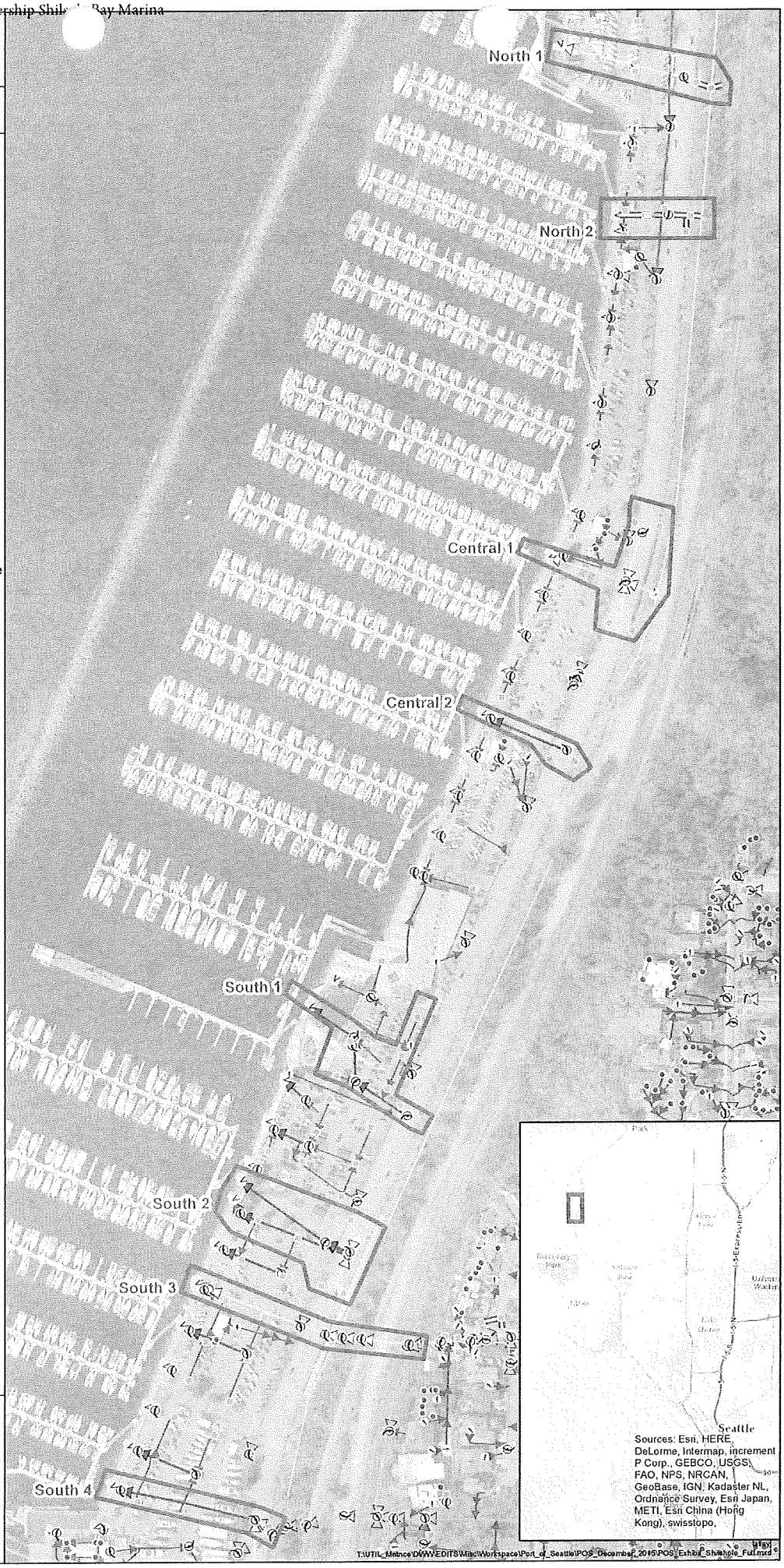
- SPU Culvert
- SPU Ditch

**Side Sewer & Laterals**

- SPU Drainage Lateral
- POS Drainage Lateral
- PRI Drainage Lateral
- SPU Side Sewer
- POS Side Sewer
- Private Side Sewer

**DWW Polygons**

- Structure Footprint




N

300

Feet

1/26/2016

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Coordinate System: State Plane, NAD83-91, Washington North Zone

Att 1 Ex C Att 2 - Current Ownership Te[illegible]l 91

# Current Ownership Terminal 91

## Attachment 2

**POS & SPU Cross Connections**
- SPU D to POS D

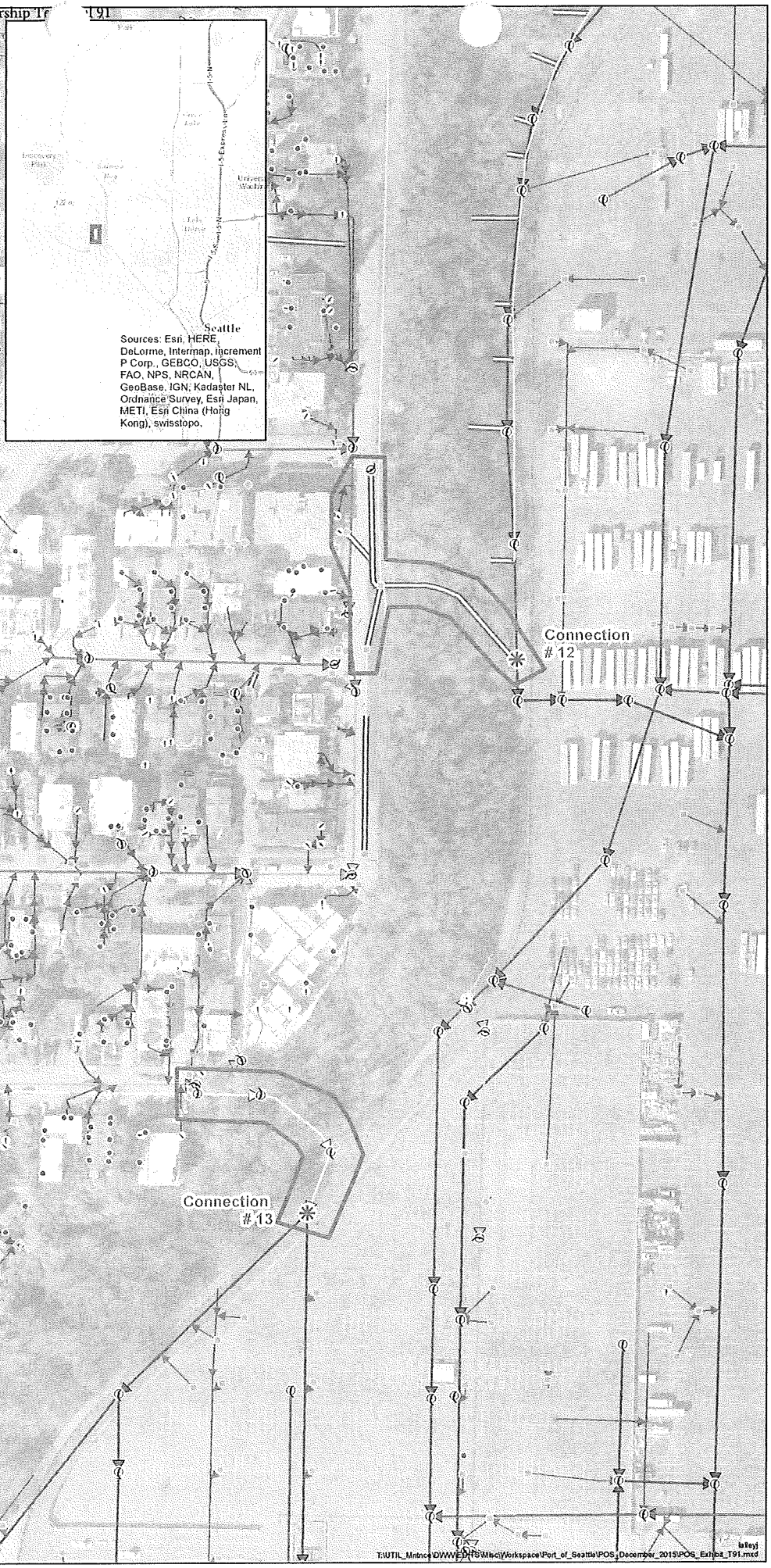
**Junction Point**
- Maintenance Hole
- Outfall
- Vault
- Infall
- Pump Station
- Water Quality Structure
- Misc Structures
- CB, INL, JB, SB, AD
- Roof Drain
- Pump
- Cleanout

**Mainlines**
- SPU Drainage Mainline
- SPU Sanitary Mainline
- SPU Combined Mainline
- POS Drainage Mainline
- POS Sanitary Mainline
- POS Combined Mainline
- KC Combined Mainline
- Private Drainage Mainline
- Private Sanitary Mainline
- Private Combined Mainline

**Ditches and Culverts**
- SPU Culvert
- SPU Ditch

**Side Sewer & Laterals**
- SPU Drainage Lateral
- POS Drainage Lateral
- PRI Drainage Lateral
- SPU Side Sewer
- POS Side Sewer
- Private Side Sewer

**DWW Polygons**
- Structure Footprint




N

160

Feet

1/26/2016

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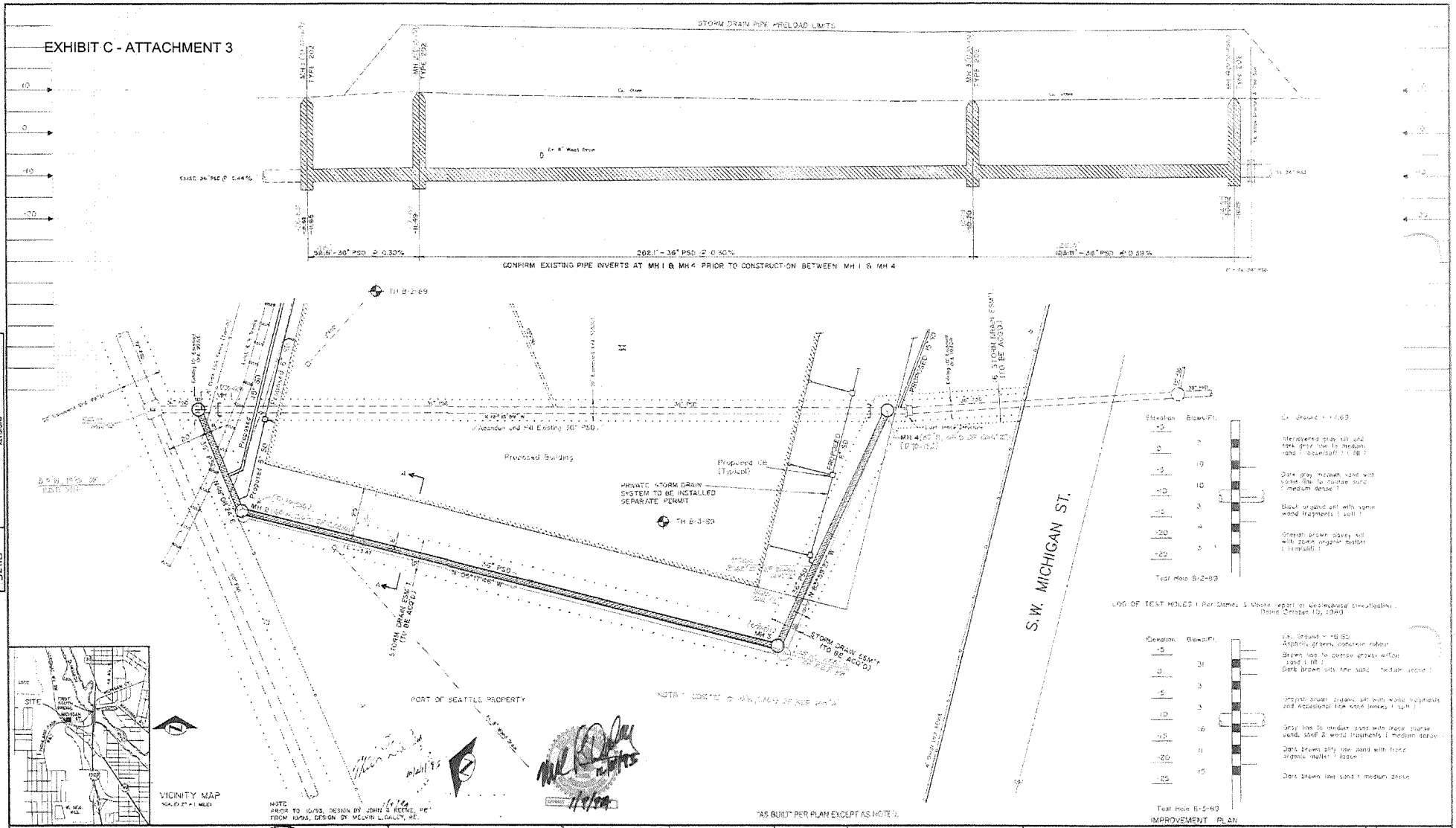
Coordinate System: State Plane, NAD83-91, Washington North Zone

EXHIBIT C - ATTACHMENT 3







NOTE
PRIOR TO 10/93, DESIGN BY JOHN S. KEENE, PE
FROM 10/93, DESIGN BY MELVIN L. DAILEY, PE

"AS BUILT" PER PLAN EXCEPT AS NOTED

TOWNSEND – CHASTAIN & ASSOC., INC.
SURVEYORS – ENGINEERS
DEVELOPMENT CONSULTANTS
400 SOUTH 344 AVENUE
KENT, WASHINGTON 98032
( 206 ) 854 - 8042

JOB NO. 85010

APPROVED BY THE SEATTLE ENGINEERING DEPARTMENT
Dec 27 1995

| NAME OR INITIALS AND DATE | INITIALS AND DATE |
|---|---|
| DESIGNED J.A.K. 8-95 | MUNICIPAL |
| CHECKED | PLAN REVIEW APPROVED 12/27/95 |
| DRAWN D. G. L. 8-95 | PLAN REVIEW |
| CHECKED | ENGINEER |
| DESIGN REVIEW | REVISED AS BUILT |

THE CITY OF SEATTLE
DEPARTMENT OF ENGINEERING
PRIVATE CONTRACT
WORK ORDER No. 95 4010 APPROVED
PERMIT No. S-3574 APPROVED

# PORT OF SEATTLE TERMINAL 115
## STORM DRAIN RELOCATION

JOB NO. PC
R/W
CO
VAULT PLAN No. 877-53
SHEET OF

Property of City of Seattle
877-53-1

PORT SEATTLE NO. 52.118

| NO. | DATE | MADE | REVISIONS | MADE CHECKED APPD |
|---|---|---|---|---|
| 1 | 11/95 | JAK | AS PER CITY OF SEATTLE AS-BUILT PLOT DTD. 11/6/95 | |

85010

# V1 Terminal 104

## Attachment 4

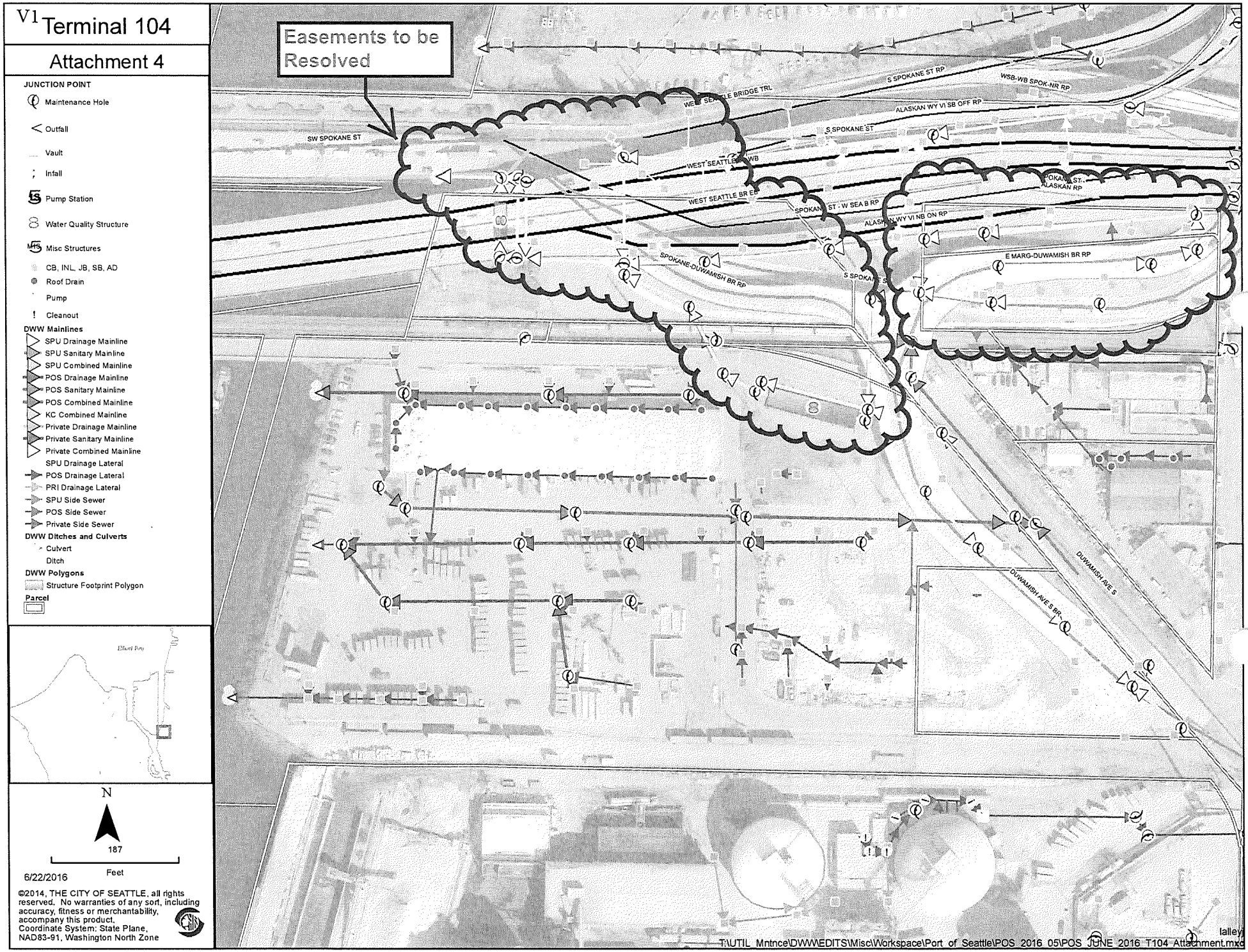


**Exhibit D: Example Connection Agreement**

# Port of Seattle Stormwater Utility Connection Agreement

This Connection Agreement is between the Port of Seattle (the "Port") and _____ (the "Applicant") (jointly "the Parties").

The Port owns and operates Port Stormwater Facilities that are managed by the Port of Seattle Stormwater Utility, as administered by the Utility Director. The Service Area of the Stormwater Utility consists of all Port-owned land within King County. The Port may allow property owners and drainage system operators who are located outside of the Service Area to connect to and use Port Stormwater Facilities under specified terms and conditions. This Agreement establishes the terms and conditions upon which such access is granted to the Applicant, and specifies the location and nature of the access granted by the Port to the Applicant.

## TERMS AND CONDITIONS

The Port hereby agrees to provide Applicant with connection or access to the Port Stormwater Facilities subject to the following terms and conditions:

1. Authorized access. Access to the Port Stormwater Facilities is authorized only for the drainage facilities identified in the Connection Agreement Application. These facilities shall be referred to as the "Authorized Drainage Facilities" (ADFs).
2. Changes or abandonment. Any material change to or abandonment of the ADFs, change in the quality or quantity of stormwater discharged by the ADFs, or change in ownership of the ADFs will require submission of a new Application, and entering into a new Agreement. The Port reserves the right to refuse to enter into a new Agreement if the Applicant's proposed changes would have a material adverse impact on the Port's Stormwater System or the Port's ability to comply with regulatory requirements.
3. Construction, repair and maintenance. No construction, repair or maintenance can occur without a signed Connection Agreement in place.
    a. Applicant agrees to construct, repair and maintain the ADFs in compliance with all applicable regulatory requirements, including requirements of the City of Seattle, King County, the Washington Department of Ecology and the U.S. Environmental Protection Agency. Applicant is responsible for securing any easements and permits necessary to construct, repair and maintain the ADFs.
    b. Materials and workmanship in connection with the installation and repair of the ADFs shall be as required by the Standard Plans and Specifications contained in the City of Seattle Stormwater Code, or as designated by the Port. If any requirements or standards conflict, or if special circumstances exist, the Utility Director will determine which requirements or standards apply.
    c. All work must be performed by a registered side sewer contractor.

d. At the completion of the construction, Applicant shall provide a copy of as-built drawings to the Port. As-builts shall also be required for major repair and maintenance projects. As-built drawings shall be prepared using the standards and requirements established by the Utility Director. Drawings that do not meet these requirements shall be returned to the Applicant for revision and resubmittal.

4. Entry on to Port property: Permission to enter on to Port property in order to construct, repair and maintain ADFs in hereby granted, subject to the express condition that as much notice as practical must be provided to the Port prior to such entry. The Port reserves the right to impose additional requirements on construction access, including refusing to authorize access, as appropriate given the location and condition of the property to be accessed.

5. Stormwater only. All ADFs, and the discharges from them, must adhere to Port Resolution No. 3596, comply with the Port's Illicit Discharge Detection and Elimination (IDDE) Manual, and comply with all other Port policies and requirements. These documents can be found here: [LINK]

6. Port access. Applicant agrees to grant the Port such access rights as are reasonably necessary to investigate and verify, both initially and on an ongoing basis, that the information provided by Applicant in connection with this Agreement is correct, and that the Applicant is complying with this Agreement. This grant, however, shall not be construed as imposing any obligation or duty upon the Port to inspect the Applicant's facilities or discharges, or imposing any liability on the Port based on the condition of the Applicant's drainage facilities or the nature of Applicant's drainage.

7. Regulatory standards. If Applicant becomes aware that discharges from the ADFs violate regulatory or benchmark standards, it will immediately notify the Port of the violation and the Applicant's plans for corrective action. If the Port becomes aware that discharges from the ADFs violate regulatory or benchmark standards, it will immediately notify the Applicant and request the Applicant to promptly correct the violation. The Applicant's failure or refusal to do so shall constitute a breach of this Agreement. In addition to any other remedies, the Port reserves the right to terminate this Agreement and the Applicant's rights to access if a violation is not promptly corrected to the satisfaction of the Port. The Applicant shall be responsible for all costs incurred by the Port to remediate the offending discharge and correct the violation.

8. Stormwater Pollution Prevention Plan. Applicant shall prepare and maintain a Stormwater Pollution Prevention Plan for the ADFs. Applicant shall promptly provide the Port with any modifications made to its SWPPP.

9. Payment. At the time of application, Applicant shall pay to the Port a non-refundable processing fee of $200.00 to offset the Port's costs associated with processing its Application and administering this Agreement.

10. Notices. Unless otherwise agreed, all notices to the Port that are called for by this Agreement shall be directed to ___(Port staff identified, email and phone)__. Notices to the Applicant shall be directed to __(Applicant staff identified, email and phone)__.

11. Severability. The invalidity of any section or provision of this Agreement shall not invalidate any other section or portion thereof, nor shall it invalidate any other Access and Compliance Agreement.

12. Liability. This Agreement shall not be construed to create any liability on the part of the Port, or its' officers, employees or agents for any injury or damage caused by or resulting from the Applicant's facilities, actions or inactions. Applicant agrees to indemnify, hold harmless and defend the Port and all officers and officials from all claims, losses, damages penalties or expenses, including third party claims, arising from the installation, operation or maintenance of the ADFs; and/or Applicant's failure to comply with local, state or federal law, or this Agreement.

13. Amendment. Any amendment to this Agreement must be in writing and signed by the parties.

14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

15. Governing Law. This Agreement shall be construed under and in accordance with laws of the state of Washington and venue shall lie in King County Superior Court.
16. Entire Agreement. This Agreement, including documents incorporated by reference, constitutes the entire understanding of the Parties with respect to its subject matter.

IN WITNESS WHEREOF, the Parties hereto enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement, and by signing below agrees to be bound by its terms.

For the Port of Seattle:

_____ _____

Utility Director Date

For the Applicant:

_____ _____

Name of authorized representative Date

Appendix A: Application Form
Appendix B: Checklist

**NOTE: THE APPLICANT'S CONNECTION AGREEMENT APPLICATION FORM MUST BE ATTACHED TO THIS AGREEMENT.**

EXAMPLE

# Port of Seattle Stormwater Utility Connection Agreement

**Submittal Date:** _____
**Received By:** _____
**Reviewed by:** _____

# APPENDIX A: Application Form and Checklist

| **Applicant** | **Parcel Owner** (if different from applicant) |
|---|---|
| Name: | Name: |
| Address | Address |
| City/Zip | City/Zip |
| Phone/Email | Phone/Email |

| **Project Location** | **Contractor** – must have current City of Seattle Side Sewer License |
|---|---|
| Address of proposed drainage facility: | Name: |
| Business/Residence/Project Name | Address |
| Is the property permitted under any NDPES permit; if so provide name and number: | City/Zip |
| Scope of Work (*e.g.* specify if new, repair, abandonment, other) | Phone/Email |
| | COS Business License # |
| Proposed Start Date / Proposed Working Days | State Business License # |

I certify that I have read this application and declare under penalty of perjury that the information contained herein is correct and complete. I am either the owner of the property described or I represent the owner or contractor as signified above and am acting with the owner/contractor's full knowledge and consent.

Name (Print): _____ Signature: _____ Date: _____

DRAFT

# APPENDIX B: Checklist

**Please submit the materials required in the following checklist.**

Technical Requirements:

- Submit a scale drawing of the site of the proposed Authorized Drainage Facility, showing the following:
  - ✓ Lot boundaries drawn to scale and labeled with lot dimensions
  - ✓ Location of all streets or alleys abutting the parcel
  - ✓ Location of all structures on the property, and dimensions of the structures
  - ✓ Location and dimensions of stormwater system, marking the connection to Port Stormwater Facilities
  - ✓ Length, size, slope, and pipe material
  - ✓ Easement locations
  - ✓ All surface features including trees, landscaping, mailboxes, sidewalks, driveways, light poles, curb and gutter, ditches, structures, and any other surface features located within 10 feet each side of the stormwater system
  - ✓ All underground utilities including sewers, power, cable, phone, water, and any other underground utilities located within 10 feet each side of the stormwater system
- Provide engineer's calculations showing that the flow volume will not exceed capacity of Port Stormwater Facilities downstream to outfall.

Other Requirements:

- Provide proof that all necessary permits, easements and permissions have been obtained in conjunction with or prior to submittal of this Application.
- Payment of fees.
- Provide Stormwater Pollution Prevention Plan (SWPPP), which must include the following. Applicant may use the Port's SWPPP template, which may be requested from the Utility Director:
  - ✓ The name and contact information of the Applicant
  - ✓ The name(s) and contact information of the owner(s) of the property and responsible party(ies) from which the stormwater discharge is existing or proposed, if different than the Applicant
  - ✓ A map showing the location of the existing or proposed Authorized Drainage Facility, as well as storage locations and mechanisms for ensuring that pollutants will not enter the Port Stormwater Facilities
  - ✓ A narrative description of pollution prevention and good housekeeping measures on the discharging property to prevent the contribution of pollutants to the Port Stormwater Facilities

SAMPLE

## STATE OF WASHINGTON -- KING COUNTY

--ss.

342660 No. TITLE ONLY

CITY OF SEATTLE,CLERKS OFFICE

# 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:125134,38-50 & 125169

was published on

10/20/16

The amount of the fee charged for the foregoing publication is the sum of $223.30 which amount has been paid in full.

JENNIFER A BARNES NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES

Subscribed and sworn to before me on

10/20/2016

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

# State of Washington, King County

## City of Seattle

The full text of the following legislation, passed by the City Council on September 26, 2016, and published below by title only, will be mailed upon request, or can be accessed at http:// seattle.legistar.com. For information on upcoming meetings of the Seattle City Council, please visit http://www.seattle.gov/council/calendar.

**Ordinance 125134**

AN ORDINANCE relating to land use and zoning; amending Chapter 23.32 of the Seattle Municipal Code at page 112 of the Official Land Use Map to rezone property located at 2220 East Union Street from Neighborhood Commercial 2-40 (NC2-40) to Neighborhood Commercial 2-65 (NC2-65) and from Neighborhood Commercial 2-40 with a pedestrian designation (NC2P-40) to Neighborhood Commercial 2-65 with a pedestrian designation (NC2P-65); and accepting a Property Use and Development Agreement as a condition of rezone approval. (Petition by East Union 22, LLC, C.F. 314312, SDCI Project 3019001)

**Ordinance 125138**

AN ORDINANCE relating to the Seattle Fire Code, adopting as the Seattle Fire Code the 2015 edition of the International Fire Code with some exceptions, amending and adding various provisions to that code; amending Section 22.600.020 of the Seattle Municipal Code; and repealing Sections 2 through 44 of Ordinance 124288.

**Ordinance 125139**

AN ORDINANCE relating to Seattle Public Utilities; authorizing the Director of Seattle Public Utilities to accept on behalf of The City of Seattle the transfer of approximately 155 acres of forest land in the North Fork Tolt River Watershed from Forterra and to acquire approximately 100 acres of forest land located adjacent to the Forterra property and the South Fork Tolt Municipal Watershed owned by the City.

**Ordinance 125140**

AN ORDINANCE related to Seattle Public Utilities; authorizing the Director of Seattle Public Utilities to enter into an Interlocal Agreement with the Port of Seattle to serve as an operating agreement between Seattle Public Utilities and the Port of Seattle Drainage Utility including code modifications to exclude all Port-owned properties from the requirement to pay City stormwater and drainage fees; terminating the 1997 stormwater credit from the City to the Port; accepting a settlement payment from the Port of Seattle; containing details related to ownership and maintenance of infrastructure, authorities and responsibilities, system interconnections, access, coordination and dispute resolution; amending Section 21.33.030 of the Seattle Municipal Code; and ratifying and confirming certain prior acts

**Ordinance 125141**

AN ORDINANCE relating to Seattle Public Utilities; authorizing the Director of Seattle Public Utilities to accept a loan from the Washington State Public Works Board and to execute, deliver, and perform corresponding agreements; and ratifying and confirming certain prior acts.

**Ordinance 125142**

AN ORDINANCE granting Swedish Health Services permission to construct, maintain, and operate a pedestrian skybridge over and across Minor Avenue, between Columbia Street and Cherry Street, for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

**Ordinance 125143**

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the acceptance of a donation of real property in Seattle from the Madison Valley Park Foundation for open space, park, and recreation purposes.

**Ordinance 125144**

AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the International Brotherhood of Electrical Workers Local No. 77 Information Technology Professionals Unit; and ratifying and confirming certain prior acts.

**Ordinance 125145**

AN ORDINANCE relating to City employment; adjusting the pay zones for certain job titles in the City's Information Technology Professional discretionary pay program; and ratifying and confirming certain prior acts.

**Ordinance 125146**

AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the International Brotherhood of Electrical Workers Local No. 77, Construction Maintenance Equipment Operator Unit; and ratifying and confirming certain prior acts.

**Ordinance 125147**

AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the International Brotherhood of Electrical Workers Local No. 77, Material Controllers Unit; and ratifying and confirming certain prior acts.

**Ordinance 125148**

AN ORDINANCE relating to City employment; amending Section 4.04.030 of the Seattle Municipal Code; authorizing a Memorandum of Understanding between The City of Seattle and certain City unions; and ratifying and confirming certain prior acts.

**Ordinance 125149**

AN ORDINANCE relating to utility permits and regulations; amending Sections 15.32.050 and 15.32.160 of the Seattle Municipal Code.

**Ordinance 125150**

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

**Ordinance 125169**

AN ORDINANCE relating to arterial and non-arterial speed limits; amending Sections 11.52.060 and 11.52.080 of the Seattle Municipal Code.

Date of publication in the Seattle Daily Journal of Commerce, October 20, 2016.

10/20(342660)