

Amendment #1
O'Brien

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE,

Section 1. Subject to requisite environmental review and in furtherance of Ordinance 123133, the City Council intends to authorize the agreements attached as Attachments 1, 2 and 3 to this Resolution if **all of the following steps are accomplished:**

(a) the State awards a contract consistent with the Draft Design-Build Contract;

(b) the State can complete all elements of WSDOT's Program within the Program

Budget; and

(c) the State provides the City with clear documentation identifying all changes between

the Draft Design-Build Contract and the awarded construction contract.

Section 2. It is the City's policy that the State is solely responsible for all costs, including any cost overruns, related to implementing WSDOT's Program.

Section 3. It is the City's policy that in no event shall the City or any Seattle-area property owners be specially required by the State to pay for costs or any cost overruns related to implementing WSDOT's Program.

Adopted by the City Council the ____ day of _____, 2010, and signed by me in open session in authentication of its adoption this _____ day of _____, 2010.

President _____ of the City Council

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Filed by me this ____ day of _____, 2010.

City Clerk

Attachments:

1. Memorandum of Agreement No. GCA 6486 SR 99 Alaskan Way Viaduct Property, Environmental Remediation, Design Review, Permitting and Construction Coordination Agreement for SR 99 Bored Tunnel Project
2. Memorandum of Agreement UT 01476 SR 99 Alaskan Way Viaduct Replacement SCL Facilities Work Agreement for SR 99 Bored Tunnel Project
3. Memorandum of Agreement UT 01474 SR 99 Alaskan Way Viaduct Replacement SPU Facilities Work Agreement for SR 99 Bored Tunnel Project

(Seal)

Amendment #2A
CM O'Brien

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE,

Section 1. Subject to requisite environmental review and in furtherance of Ordinance 123133, the City Council intends to authorize the agreements attached as Attachments 1, 2 and 3 to this Resolution if **all of the following steps are accomplished:**

(a) the State awards a contract consistent with the Draft Design-Build Contract;

(b) the State can complete all elements of WSDOT's Program within the Program Budget; and

(c) the State Legislature amends RCW 47.01.402 to confirm that the State intends to be solely responsible for all Program funding including cost overruns.

Section 2. It is the City's policy that the State is solely responsible for all costs, including any cost overruns, related to implementing WSDOT's Program.

Section 3. It is the City's policy that in no event shall the City or any Seattle-area property owners be specially required by the State to pay for costs or any cost overruns related to implementing WSDOT's Program.

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President _____ of the City Council

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3. Memorandum of Agreement UT 01474 SR 99 Alaskan Way Viaduct Replacement SPU Facilities Work Agreement for SR 99 Bored Tunnel Project

(Seal)

Amendment #3
CM O'Brien

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE,

Section 1. Subject to requisite environmental review and in furtherance of Ordinance 123133, the City Council intends to authorize the agreements attached as Attachments 1, 2 and 3 to this Resolution if all of the following steps are accomplished:

(a) the State awards a contract consistent with the Draft Design-Build Contract;

(b) the State can complete all elements of WSDOT's Program within the Program Budget; and

(c) the State Legislature authorizes new transit funding to meet the commitment made by the Governor in the January 2009 letter agreement signed by the Governor, the former Mayor, and the former King County Executive of \$190 million in capital investments and \$15 million in annual operating expenses.

Section 2. It is the City's policy that the State is solely responsible for all costs, including any cost overruns, related to implementing WSDOT's Program.

Section 3. It is the City's policy that in no event shall the City or any Seattle-area property owners be specially required by the State to pay for costs or any cost overruns related to implementing WSDOT's Program.

Adopted by the City Council the ____ day of _____, 2010, and signed by me in open session in authentication of its adoption this _____ day

of _____, 2010.

President _____ of the City Council

Filed by me this ____ day of _____, 2010.

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(Seal)

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Amendment #4A
CM O'Brien

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE,

Section 1. Subject to requisite environmental review and in furtherance of Ordinance 123133, the City Council intends to authorize the agreements attached as Attachments 1, 2 and 3 to this Resolution if **all of the following steps are accomplished:**

(a) the State awards a contract consistent with the Draft Design-Build Contract;

(b) the State can complete all elements of WSDOT's Program within the Program

Budget; and

(c) the Port of Seattle has solidified its conceptual commitment to provide \$300 million

towards the costs of the WSDOT's Program.

Section 2. It is the City's policy that the State is solely responsible for all costs, including any cost overruns, related to implementing WSDOT's Program.

Section 3. It is the City's policy that in no event shall the City or any Seattle-area property owners be specially required by the State to pay for costs or any cost overruns related to implementing WSDOT's Program.

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(Seal)

Amendment #5
O'Brien

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE,

Section 1. Subject to requisite environmental review and in furtherance of Ordinance 123133, the City Council intends to authorize the agreements attached as Attachments 1, 2 and 3 to this Resolution if **all of the following steps are accomplished:**

- (a) the State awards a contract consistent with the Draft Design-Build Contract;
- (b) **the State** can complete all elements of WSDOT's Program within the Program Budget;
- (c) **the State has fully evaluated traffic impacts (including tolling) and other significant environmental impacts of WSDOT's Program; and**
- (d) **the State has, to the City's satisfaction, committed to mitigate or avoid adverse environmental impacts (including traffic) of WSDOT's Program.**

Section 2. It is the City's policy that the State is solely responsible for all costs, including any cost overruns, related to implementing WSDOT's Program.

Section 3. It is the City's policy that in no event shall the City or any Seattle-area property owners be specially required by the State to pay for costs or any cost overruns related to implementing WSDOT's Program.

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of _____, 2010.

President _____ of the City Council

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(Seal)

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Amendment #2B
CM Licata

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE,

Section 1. Subject to requisite environmental review and in furtherance of Ordinance 123133, the City Council intends to authorize the agreements attached as Attachments 1, 2 and 3 to this Resolution if **all of the following steps are accomplished:**

(a) the State awards a contract consistent with the Draft Design-Build Contract;

(b) the State can complete all elements of WSDOT's Program within the Program Budget; and

(c) the State Legislature has not enacted legislation to overturn WSDOT's responsibility for Program costs, including cost overruns, set out in the proposed agreements between the State and City.

Section 2. It is the City's policy that the State is solely responsible for all costs, including any cost overruns, related to implementing WSDOT's Program.

Section 3. It is the City's policy that in no event shall the City or any Seattle-area property owners be specially required by the State to pay for costs or any cost overruns related to implementing WSDOT's Program.

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(Seal)

Amendment #4B
CM Licata

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Section 1. Subject to requisite environmental review and in furtherance of Ordinance 123133, the City Council intends to authorize the agreements attached as Attachments 1, 2 and 3 to this Resolution if **all of the following steps are accomplished:**

(a) the State awards a contract consistent with the Draft Design-Build Contract; **and**

(b) the State can complete all elements of WSDOT's Program within the Program

Budget.

Section 2. **The City will work with the Port of Seattle to identify revenue sources for each jurisdiction to meet its obligations for completing the Program.**

Section 3. It is the City's policy that the State is solely responsible for all costs, including any cost overruns, related to implementing WSDOT's Program.

Section 4. It is the City's policy that in no event shall the City or any Seattle-area property owners be specially required by the State to pay for costs or any cost overruns related to implementing WSDOT's Program.

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(Seal)

Amendment #5B
CM Conlin, CM Rasmussen, CM Clark, CM Bagshaw

1 WHEREAS, the City and the State agree that detailed traffic analysis should include an
2 evaluation of the potential diversion effects caused by any tolling that may be imposed by
3 the State in conjunction with WSDOT's Program; and

3 WHEREAS, the proposed agreements between the City and the State provide a process for
4 evaluating and identifying how to mitigate tolling diversion impacts on City streets in
5 advance of tolls being imposed, during toll implementation, and for a mutually agreeable
6 period thereafter; and

6 WHEREAS, the City Council has reviewed these proposed agreements between the City and the
7 State; and

8 WHEREAS, the proposed agreements contain additional details regarding the City and State's
9 responsibilities in implementing the State's Alaskan Way Viaduct Replacement Program,
10 as that term is defined in the proposed agreements including the State's commitment that
11 the deep bored tunnel is a State roadway and State project; and

11 WHEREAS, the proposed agreements provide that the City and the State are each responsible for
12 all "funding and resources necessary to fulfill the responsibility of that Party"; and

13 WHEREAS, the proposed agreements provide that the deep bored tunnel project is among the
14 elements of the Alaskan Way Viaduct Replacement Program that are the responsibility of
15 the State; and

15 WHEREAS, the proposed agreements provide further that "[t]he State shall provide necessary
16 funding for all Project costs as referenced in this Agreement without reimbursement from
17 the City of Seattle" except for the City's utility relocation costs; and

17 WHEREAS, nothing in the proposed agreements imposes any obligation on the City to pay costs
18 or cost overruns for the State's portion of the Alaskan Way Viaduct Replacement
19 Program; and

20 WHEREAS, nothing in the proposed agreements waives the City's position that the City and/or
21 its residents and property owners cannot be held responsible for any costs or cost
22 overruns for the State's portion of the Alaskan Way Viaduct Replacement Program; and

22 WHEREAS, if the State awards a design-build contract that is consistent with the Draft Design-
23 Build Contract and if the State can complete WSDOT's Program (as that term is defined
24 in the proposed agreements) within WSDOT's budget for the Program ("Program