

#4  
Res. 31366

RESOLUTION 31366

1  
2  
3  
4 A RESOLUTION providing direction to Seattle Public Utilities in the reconstruction and  
operation of the North Transfer Station.

5 WHEREAS, Seattle Public Utilities (SPU) owns and operates the City of Seattle's solid waste  
6 management system, including the North Transfer Station (NTS); and

7 WHEREAS, the NTS is located in the Wallingford neighborhood, is adjacent to the Fremont  
8 neighborhood, and provides solid waste and recycling services for citizens primarily in  
the north and central areas of Seattle; and

9 WHEREAS, SPU desires to reconstruct the NTS to increase access to recycling, improve solid  
10 waste handling flexibility, while decreasing impacts of its operation on the community  
11 and the environment; and

12 WHEREAS, while surrounding residents, businesses and neighborhood groups support the need  
13 for reconstructing the NTS, concern has been expressed by members of the surrounding  
community that its needs should be reflected, to the extent feasible, in the design,  
14 construction and operation of the NTS; and

15 WHEREAS, SPU developed a minimum of 12 design options for an expanded NTS, each of  
16 which were subject to extensive community input from a stakeholders group, individuals  
and other community groups adjacent to the NTS, resulting in the selection of a preferred  
17 option; and

18 WHEREAS, individuals, community groups and businesses near or adjacent to the NTS played a  
19 unique role in the community involvement process, both directly and through  
representatives on the stakeholders group; and

20 WHEREAS, the City's disclosure and review of environmental impacts of expanding and  
21 operating the NTS, including mitigating measures, has been upheld following significant  
public scrutiny and appeals, including the City Hearing Examiner, Superior Court, and  
22 the State Court of Appeals; NOW, THEREFORE,



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

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE  
MAYOR CONCURRING, THAT:**

Section 1. Pursuant to the exercise of the City Council’s proprietary authority to manage City property as prescribed by Article IV, Section 14 of the City Charter, Seattle Public Utilities (SPU) is expected to implement the agreement with the Wallingford Community Council (WCC) regarding the reconstruction and operation of the North Transfer Station, attached hereto as Attachment 1, except to the extent any of the agreement’s provisions conflict with a regulatory requirement, permit condition, or ordinance, including a street vacation ordinance, in which case the regulatory requirement, permit condition, or ordinance shall prevail as provided in the agreement with WCC, and except as provided in Section 2.

Section 2. The direction given to SPU in Section 1 is conditioned on the absence of additional appeals and lawsuits challenging decisions necessary to accomplish the North Transfer Station reconstruction project. If such appeals or lawsuits occur, or if in its judgment, SPU determines that the development of the preferred design has been significantly delayed, precluded or altered, then SPU may elect to limit the rebuilding of the North Transfer Station to the part of the existing North Transfer Station site which is zoned Industrial Commercial, and to not meet all or some of the requirements prescribed in Section 1 as provided for in the above referenced agreement with WCC.







1 amendments, ordinances and/or permit conditions. The purpose of the agreement is  
2 to provide for mutually agreed project components of SPU's NTS reconstruction.  
3 The project components of this agreement are only for the purpose of the NTS  
4 reconstruction project presently under consideration, and shall not be transferable to  
5 any other project, party or owner of the project property.

6 On SPU's part, "support" of an agreement on the project components means:

- 7 · Propose the project components of Sections C – T of this agreement to approval  
8 agencies (e.g., SDOT, DPD, the City Council),
- 9 · Advocate for the project components,
- 10 · Comply with the terms of this agreement regarding the proposed design,  
11 construction, and operation of the facility except to the extent that compliance  
12 would conflict with the exercise of the City's police power. The "exercise of the  
13 City's police power" shall have the meaning assigned by applicable case law,  
14 and includes a decision of the Seattle City Council to exercise its regulatory  
15 authority or its authority to vacate city streets, or any regulatory decision made by  
16 the Department of Planning and Development, Seattle Hearing Examiner, or  
17 other City agency acting in its regulatory, non-proprietary role with respect to the  
18 project. A "conflict" shall not exist unless such decision clearly precludes  
19 compliance with the agreement. Nothing in this agreement precludes WCC from  
20 disputing a particular decision or action by the City or a City agency or official  
21 constitutes an exercise of the City's police power or creates a "conflict" within the  
22 meaning of this paragraph.
- 23 · Provide and/or advocate for funding (from the SPU solid waste budget) for the  
24 project components.

25 On WCC's part, "support" means:

- 26 · Upon request, communicate the WCC's endorsement of the project components  
27 to the various approval agencies
- 28 · Advocate for the terms of this agreement as they wish
- 29 · Agree not to propose or advocate alternatives or additions to the project  
30 components unless a City or other governmental agency or body determines  
31 aspects of the project to be detrimental to health or the environment. However,  
32 as an exception, the WCC is free to propose and advocate for the inclusion of

1 solar panels on the top of the tipping building with DPD in the Master Use Permit  
2 process, or with the City Council at any time.

3 Agree not to propose or advocate alternatives or additions to the project  
4 components unless a City or other governmental agency rejects or materially  
5 modifies an agreed upon project component in a permit or approval or SPU fails  
6 to include an agreed upon project component in design and construction  
7 requirements.

8 Agree that as long as the project components and any supporting text  
9 amendments, ordinances, permits and rezones are not inconsistent with the  
10 provisions of this agreement, and that the project components are funded, WCC  
11 will not file any administrative or judicial challenge to decision by the City or other  
12 governmental agency or body necessary to or in any way related to development  
13 of the project, including but not limited to legislative decisions approving land use  
14 code text amendments or rezones, quasi-judicial rezones, decisions approving  
15 development or construction permits of any type, street vacation decisions, the  
16 adoption or amendment of the City's Solid Waste Management Plan, and any  
17 SEPA decision related to any such decisions.

18 **Condition:** WCC enters into this agreement conditioned on the accuracy and  
19 completeness of the information provided by SPU and should that information prove to  
20 be incomplete or inaccurate (in a way that materially applies to the aspects of this  
21 agreement) or should SPU decline to implement or be prevented by a regulatory body  
22 with jurisdiction from implementing the provisions of this agreement, the restrictions on  
23 WCC's rights of action contained in the prior section shall not be binding on WCC.

24 **B) Approval Process.**

25 1. SPU and WCC agree that the requirements of this agreement will be included in  
26 SPU's application in every relevant step of the project's approval processes. The  
27 appropriate requirements of this agreement will be proposed by and advocated  
28 for by SPU, in any text amendments, ordinances, rezones and street vacations.  
29 Similarly, SPU shall propose and advocate for conditions in its MUP application  
30 which reflect the terms of this agreement. All RFPs and Design and Construction  
31 Contracts will also include a requirement to comply with applicable provisions of  
32 the agreement subject to the restrictions in Section (A), above.

33 2. The draft text amendment ordinance may be found in Attachment A. SPU will  
34 advocate for the language of this draft ordinance with DPD and City Council. If  
35 DPD's text amendment ordinance is materially different than those in Attachment

1 A, then the restrictions on WCC's rights of action contained in the prior section  
2 shall not be binding on WCC. SPU will advocate for language consistent with  
3 Attachment A to approval agencies if the text amendment language is materially  
4 changed during the review process and the changes are unacceptable to the  
5 WCC.

6  
7 **C) Project Components.** SPU agrees to propose, design, build and operate a project  
8 consistent with the so-called Option C recommendation of the NTS Stakeholders  
9 Group and the project components described below in Sections D- T. See also the  
10 figure in Attachment B.

11 **D) Overall Campus.** The overall campus of the NTS, including the IC zoned parcel, the  
12 IB zoned parcel, the C2 zoned parcel, and the residential zoned parcel north of N.  
13 35<sup>th</sup> will achieve an aggregate Green Factor of 0.40 as required for transfer station  
14 properties in the Municipal Code.

15 **E) C2 Zone Property.** The C2 zone property will allow the following uses: collection of  
16 recyclables and reuseables from self-haul vehicles only, transfer of recyclables,  
17 driveways, access, parking for NTS employees and visitors, necessary retaining  
18 walls and security fences, and open space as described below. Collection, transfer,  
19 disposal and handling of garbage, hazardous waste [for the purposes of this  
20 agreement, used motor oil, automotive and other batteries shall not be considered  
21 hazardous waste] and organics will not be allowed on this property.

22 **F) Carr Place Parking Lot-SF5000.** SPU shall not request rezoning of the lot currently  
23 referred to as the Carr Place parking lot (parcels 4083306050 & 4083306055) from  
24 its current single family designation. Effective with the end of the NTS construction  
25 project, SPU will discontinue allowing vehicles to park on the lot. The lot will be  
26 developed as an open space as described below.

27 **G) Recycling/reuse building in C2 zoned area.**

28 a. Any reuse and recycling drop off, transfer, handling and compacting activities  
29 will be confined to and conducted within a wholly enclosed building.

30 b. Such a building will be no higher than 78 feet elevation (All elevations  
31 referenced in this agreement are referenced to the North American Vertical  
32 Datum of 1988 (NAVD88).) Rooftop features and equipment may not extend  
33 above the height limit, except that transparent or translucent material of any

- 1 skylights may extend up to 18" above this height limit. Vegetation on the  
2 green roof may grow above this elevation limit.
- 3 c. The north wall of any such building will be no higher than 10 feet above finish  
4 grade or the elevation limit, whichever is lower.
- 5 d. SPU may add a fence to the top of the building but the top of the fence may  
6 not exceed 10 feet above finish grade or the elevation limit, whichever is  
7 lower.
- 8 e. The building will be setback from the property line south of N. 35<sup>th</sup> Street a  
9 minimum of 100 feet.
- 10 f. The building will be setback from the property line west of Woodlawn Ave  
11 North a minimum of 65 feet.
- 12 g. Regardless of where it will be located on the campus (in compliance with  
13 these constraints) any such recycling/reuse building will have a green roof.  
14 The green roof will have a minimum of 2" of growth medium.
- 15 h. Public access will not be allowed on the recycling/reuse building roof.
- 16 i. Commercial noise limits for the recycling facility will apply as indicated by the  
17 Seattle Noise Ordinance. Operation of noise generating machinery (such as  
18 operation of a compactor) will not be allowed prior to 8:00 a.m. nor after 6:00  
19 pm. (See also the noise requirements of Section (P)).
- 20 j. SPU shall locate and design the walls, roof, doors and windows to ensure that  
21 noise standards are not exceeded.
- 22 k. Any vehicle entrances or exits from this building will face south or west.
- 23 l. These entrances/exits will have quick roll up/roll down doors designed for  
24 quiet operation.
- 25 m. Any vehicle entrances/exits opening to the west will have a baffle wall on their  
26 north side and a green (min. 2" growth medium) baffling canopy.
- 27 n. Mechanical equipment and major noise generators as defined in the  
28 Municipal Code will not be located on the roof of the building nor on any walls  
29 facing or across the street from a single family zone.

- 1 o. Mechanical vents will be located to direct and diffuse transmission of odors
- 2 away from single family zones.
- 3 p. Facility operating hours shall have the following limits:
- 4 i. Open for employees and equipment operation: 6:30am – 7:30 pm
- 5 (However noise generating equipment such as compactors shall be
- 6 limited to the hours of 8:00 a.m. to 6:00 p.m. – see Section (G) (i))
- 7 ii. Open for contract collection companies: 7:00 am- 5:30 pm
- 8 iii. Station open to receive waste from all others: 8:00 am – 5:30 pm
- 9 The recycling/reuse building may be open for longer hours in the
- 10 case of an emergency (e.g., removing debris from an earthquake).
- 11 q. SPU shall ensure that the transfer of recycling and reusables is in such a form
- 12 that product handling and shipment does not constitute a public health risk.
- 13 r. Outdoor storage shall be prohibited.

14

15 **H) Parking on C2 zoned property.**

- 16 a. Any such parking that is uncovered and above or at grade shall be south of
- 17 the recycling/reuse building, and in no event shall its northern extent be north
- 18 of the northern property line of the commercial property east of Woodlawn
- 19 Ave N. (parcel No. 4083306895).
- 20 b. This parking south of the recycling/reuse building may be enclosed on its east
- 21 side by a retaining wall or security fence. The retaining wall/fence will be no
- 22 higher than 10 feet above finished grade on the east side of the wall. The
- 23 wall will be setback from the property line west of Woodlawn Ave N. by a
- 24 minimum of 65 feet.
- 25 c. There may be additional parking allowed north of the recycling/reuse building.
- 26 However, any such parking will be covered by earth, landscaping and
- 27 hardscaping (where appropriate) as described below.
- 28 d. The north edge of the green roof covering the underground parking shall be
- 29 seamlessly level with grade.

- 30 **I) Green space on C2 and residentially zoned property.** The green space shall be
- 31 developed and maintained as open space. (Its use is described in the Community
- 32 Amenities section.) There will be landscaped green space (possibly with some
- 33 hardscape and park structures) created and maintained in the following areas:

- 1 a. On the present parking lot site north of N. 35<sup>th</sup> St.
- 2 b. On the southwest corner of Woodlawn and N 35<sup>th</sup>, extending from the western  
3 sidewalk of Woodlawn, west to a point at least as much to the west as is  
4 shown on the attached figure; and extending from southern sidewalk of N.  
5 35<sup>th</sup>, south to a point at least as much south of the property boundaries on the  
6 south side of N 35<sup>th</sup> as is shown on the attached figure. The topography of  
7 this area will follow the recommendations of the community-based  
8 stakeholder's group described in Section (S) (d).
- 9 c. On the west side of Woodlawn bounded on the:
  - 10 i. East by the present Woodlawn western sidewalk
  - 11 ii. South by the present northern sidewalk of N 34<sup>th</sup>
  - 12 iii. North by the present southern sidewalk of N 35<sup>th</sup>
  - 13 iv. West by the eastern edge of the recycling/reuse building or
  - 14 v. Southern parking retaining wall.
- 15 d. The area of green space on the C2 property shall be at a minimum equal to  
16 60% of the total lot area, counting the eastern half of the Carr PI right of way  
17 as part of the lot area.

18  
19 **J) Main Transfer Station Tipping Building.** All garbage, any recycling delivered by a  
20 packer truck and organics handling and transfer shall be restricted to the main  
21 transfer station (tipping building) which is mostly in the IC zoned property. The  
22 tipping building shall have the following constraints:

- 23 a. The maximum elevation of the building 75.5 ft (except that any solar energy  
24 collectors that may be installed at SPU's discretion in the future may exceed  
25 the elevation of the top of the present tipping building by 4'-0", or skylights  
26 which may extend up to 18" above the elevation limit).
- 27 b. The roof of the tipping building will be sturdy enough to accommodate  
28 possible future solar energy collection panels that may be up to 4 ft high.
- 29 c. This new tipping building elevation limit includes any equipment. If such  
30 equipment is installed on the roof, it must be within the prescribed elevation  
31 limit. (SPU may choose to place such equipment below the roof line on the  
32 side of the building, but equipment will not be placed on the north or east

- 1 sides of the building). Rooftop features (excepting flagpoles and guardrails)  
2 may not extend above the height limit.
- 3 d. The roof of the tipping building will be attractive (for example, it will not be the  
4 traditional cheap-looking silvery metallic paint or black asphalt roof).
- 5 e. The eastern edge of the tipping building shall be no closer than 360 feet to  
6 the property line on the west side of Woodlawn Avenue N.
- 7 f. The northern edge of the tipping building shall be no closer than 65 feet to the  
8 property line on the south side of N 35th.
- 9 g. Any vehicle entrances/exits on the north or east sides of the tipping building  
10 will have quick roll up/roll down doors designed for quiet operation and will  
11 have a baffle wall on their north, east or west sides and green (min. 2" growth  
12 medium) baffling roofs.
- 13 h. Any drop off, transfer, handling, processing, and compacting of solid waste  
14 shall be conducted in a wholly enclosed structure.
- 15 i. Mechanical vents will be located to direct and diffuse transmission of odors  
16 away from single family zones.
- 17 j. Facility operating hours shall have the following limits:
- 18 i. Open for employees and equipment operation: 6:30am – 7:30 pm  
19 ii. Open for contract collection companies: 7:00 am- 5:30 pm  
20 iii. Station open to receive waste from all others: 8:00 am – 5:30 pm  
21 iv. The station may be open for longer hours in the case of an  
22 emergency (e.g., removing debris from an earthquake, or serving  
23 contractor collection trucks if snow has delayed collection).
- 24 k. The north side of the site shall have a 10 foot high sound/screen wall made of  
25 materials specified in Section (T). The setback of this wall will be a minimum  
26 of 5 feet from the property line on the western side, tapering to at least 20 feet  
27 toward the east before or at the IC/IB border. There will be a similar 10 foot  
28 screen wall (made with the materials specified in Section (T)) on the south  
29 side of the IC portion of the property, and it will be set back 5 feet to screen  
30 the neighborhood from the noise and activities on the site.
- 31 l. SPU shall locate and design all walls, roof, doors and windows to ensure that  
32 noise standards are not exceeded. Major noise generators will not be located

1 on the roof of the building nor on any walls facing or across the street from a  
2 single family zone

3 m. SPU shall provide that the transfer of solid waste be in such a form that  
4 product handling and shipment does not constitute a public health risk.

5 n. Truck and service traffic shall be directed away from residential streets. SPU  
6 transfer truck traffic will not drive on N.35<sup>th</sup> St to the east of the entrance/exit  
7 at the NW corner of the IC property unless the street segment between the  
8 entrance and Stone Way is closed by SDOT (e.g., for construction).

9 o. Commercial noise limits as defined in the Seattle Noise Ordinance shall apply  
10 for the transfer station.

11 p. Design for the station shall incorporate, as appropriate, some trees as part of  
12 the landscaping elements internal to the site. Trees will not be placed in areas  
13 that create operational or maintenance concerns.

14 **K) Lower Trailer Yard.** (The lower level trailer yard on the IC zoned property.)

15 a. This yard shall be enclosed top and sides on the north and east sides of the  
16 tipping building.

17 b. This yard shall be enclosed top and sides on the south side of the tipping  
18 building from the tipping building's eastern edge to a point no more than 205  
19 feet east of the IC property's SW corner.

20 **L) Administration/Crew Building.** Admin/Crew building in the IC area will have a  
21 green roof (min. 2" growth medium). If this building is located all or in part in the area  
22 of the campus that is both east of the eastern edge of the new tipping building and  
23 west of the eastern edge of the eastern sidewalk of Ashworth Ave N, then these  
24 restrictions will apply:

25 a. The building's roof elevation will be no greater than 72 feet.

26 b. The building shall be no further north than 265 feet from the property  
27 boundary on the south side of N.35<sup>th</sup> St.

28 **M) Main Transfer Station, Accessory Structures and Green Space in the IB zoned  
29 property.**

30 a. Conditionally allowed uses will include a transfer station up to 7000 SF,  
31 scales and scale houses for weighing transfer station customers up to 1,000

1 SF, driveways, retaining walls, perimeter fences, and noise-baffling lids over  
2 driveways.

3 b. Mechanical equipment and major noise generators will not be located on the  
4 roof of any building nor on any walls facing or across the street from a single  
5 family zone in the IB.

6 c. Outdoor storage shall be prohibited.

7 d. Components listed in Section J also apply in the IB, except the minimum  
8 sound wall setback in the IB, will be 20 feet, as described below.

9 e. There will be landscaped green space on the north portion of the IB (at least  
10 10,000 SF), from the southern sidewalk of N 35th to a point at least 20 feet  
11 from the property line on the south side of N 35th. This green space will be  
12 close to level in a north/south direction (allowing for proper drainage). It will  
13 slope to the west at the same rate as the present sidewalk on the south side  
14 of N 35th.

15 f. Surface parking shall be prohibited in the landscaped green space setback.

16 g. The northern edge of any scale house or scale house canopy will be no  
17 closer to the property line on the south of N 35<sup>th</sup> St. than 30 feet.

18 h. The lane of driveway that is farthest north in the IB will have a cantilevered  
19 lid extending at least 5 feet over the lane to reduce noise transmission. This  
20 lid will extend from a point where the lane begins to change its trend from  
21 due north, toward the west, to a point to the west in the IB where the lid can  
22 no longer meet clearance requirements for the travel lane without being  
23 higher than 10 feet above the grade of the sidewalk immediately to the north  
24 on N 35<sup>th</sup>.

25 **O) Daily Cleanup and Maintenance of Area.** Effective with the opening of the rebuilt  
26 transfer station, daily clean up of litter and refuse on and surrounding the transfer  
27 station and recycling facility site will be undertaken by SPU. Monitoring of the  
28 presence of such litter and refuse will be done by SPU, but WCC may also draw to  
29 SPU's attention the presence of such materials.

30 **P) Air Quality and Odor, and Noise.** (This Section covers the entire operation including  
31 the tipping building and the recycling/reuse building unless otherwise specified.)

32 a. SPU shall:

- 1 i. Design, construct and operate the project to meet all applicable air  
2 quality requirements and regulations
- 3 ii. Construct the project in such a way to meet the requirements for  
4 fugitive dust in PSCAA Regulation I, Section 9.15.
- 5 iii. Design and operate the tipping building so that the air pressure  
6 internal to the building at each door (when open) and other openings  
7 will be less than the ambient air pressure.
- 8 iv. As it replaces loaders and like mobile, powered equipment in the  
9 future, it shall evaluate the replacement options in terms of reduced  
10 air pollutant emissions. SPU shall prefer reduced air pollution  
11 options to the extent feasible and practical.
- 12 v. During the design process, SPU shall investigate a range of means of  
13 controlling particulate matter in and from the tipping building and  
14 evaluate their cost and efficacy. SPU shall share the results of its  
15 investigations with the WCC, confer with WCC, and then SPU shall  
16 select and implement the means of particulate control at its sole  
17 discretion. WCC can advocate for a particular course(s) of action  
18 without violating the terms of this agreement as long as they do not  
19 file formal appeals or challenges or file a lawsuit.
- 20 vi. Clear the tipping floor of garbage, yard waste and food waste by the  
21 end of the working day on at least 90% of the operating days per  
22 quarter.
- 23 vii. No waste will be stored outside on the site outside of the tipping  
24 building or the covered part of the trailer yard, even in an enclosed  
25 trailer. Should any trailer filled with putrescible material, parked  
26 under the tipping building or in the covered part of the trailer yard  
27 generate a distinct offensive odor which can be noticed on the site,  
28 this trailer will be removed from the property promptly.
- 29 viii. Design, construct and operate the project so that there shall be no  
30 Level 2 odors documented by an official PSCAA representative, per  
31 the terms of PSCAA Regulation I. This will be considered the project's  
32 "mandatory standard" for odor control. In addition, during the design  
33 process, SPU shall investigate the feasibility and cost of achieving  
34 the following alternative, more rigorous design standards:

- 1                                    1. A standard of no Level 1 (in PSCAA terminology) odors  
2                                    attributable to the facility, beyond the property line, except for  
3                                    one day per calendar quarter. For these purposes the Carr  
4                                    Place lot shall be considered to be "beyond the property line".
  
- 5                                    2. One or more standards of a stringency intermediate between  
6                                    the mandatory standard and the standard in (1), above.
  
- 7                                    3. SPU shall share the results of its investigations with the  
8                                    WCC, confer with WCC, and then SPU shall select and  
9                                    implement either the mandatory standard or a more stringent  
10                                   standard at its sole discretion.
  
- 11
  
- 12                                   b. SPU shall design, construct and operate the project such that it will meet the  
13                                   noise control requirements of SMC 25.08, and meet the following additional  
14                                   requirements:
  - 15                                   i. For the purposes of complying with SMC 25.08.410 all sounds  
16                                   originating from the facility south of N. 35<sup>th</sup> St. and received in a  
17                                   residential zone shall be treated as being a source in a commercial  
18                                   zone.
  
  - 19                                   ii. The time limits for an exemption for additional construction noise in  
20                                   SMC 25.08.425.A shall be from 7 a.m. to 6 p.m. for all zones where  
21                                   a later time is allowed and 9 a.m. to 6 p.m. on weekends, unless  
22                                   otherwise mutually agreed between SPU and WCC. If there is an  
23                                   emergency construction need – for example to repair a pipe broken  
24                                   in the course of construction – construction may occur after 6:00  
25                                   pm.
  
  - 26                                   iii. SPU shall request an analysis or analyses by its project designer  
27                                   and/or its general contractor on the following topics, before a  
28                                   design or construction specifications are completed:
    - 29                                   • The feasibility and cost implications of restricting the  
30                                   construction of the project from pursuing a variance from the  
31                                   Administrator under the terms of SMC 25.08.425C which  
32                                   would allow impact-type equipment to operate at a noise  
33                                   level above 99 dB(A).



1 **R) Monitoring.** Effective with the opening of the rebuilt transfer station, traffic, noise,  
2 clean up and other elements of this agreement will be monitored or cause to be  
3 monitored by SPU. Monitoring will include a release of traffic information to WCC at  
4 least quarterly and independent monitoring of noise with quarterly reports to WCC.  
5 Costs for all monitoring will be borne by SPU. Reports on compliance will be prepared  
6 once each quarter to capture seasonal changes. A compliance telephone/email contact  
7 will be provided by SPU with a 24 hour contact, and promise to respond within 24  
8 hours by e-mail as to the action to be taken to respond to the complaint. The summary  
9 of any complaints received and corrective actions taken will be posted on a publicly  
10 accessible and user friendly web site that will be accessible from SPU's NTS webpage  
11 along with the monitoring information. Odor will be monitored in the sense that odor  
12 complaints will be taken from the public via the telephone/email complaint, response,  
13 and reporting system mentioned above. Any odor complaints that Puget Sound Clean  
14 Air Agency receives about NTS and brings to SPU's attention will be added by SPU to  
15 the quarterly odor complaint report. After 3 years, SPU and WCC will discuss the  
16 monitoring program, and if mutually agreeable, possibly reduce the frequency of  
17 reports or the type of parameters monitored.

18 **S) Community Amenities.** The following components will be supported by SPU and  
19 WCC as community benefits in exchange for the street vacation of Carr PI N, between  
20 N 34<sup>th</sup> and N 35<sup>th</sup> (Street Vacation Ordinance):

21 a. The green space described in Section I above (including the roof of any  
22 underground parking structure to the north of the reuse/recycling building) will  
23 be publicly accessible community open space. This open space shall be  
24 owned by SPU, accessible to the public and developed and maintained for  
25 public use. Public use of and access to the open space will be governed by  
26 SPU's general open space policies, unless otherwise negotiated with WCC.

27 b. The northern, eastern and southern walking perimeters around the IC/IB/C2  
28 zoned parcels shall be an active and vibrant edge with a number of amenities  
29 to improve the pedestrian experience.

30 c. SPU will provide amenities for public use within those areas identified in  
31 paragraphs a and b, directly above. The northeast area that is currently a  
32 parking lot may be raised in height to provide a level area with scenic views.  
33 All open space may include recreational elements and other elements  
34 attractive to the community. These amenities shall not include a skate park or  
35 off-leash dog areas.

- 1           d. SPU and a community based stakeholder group (“Green Group”) will plan out  
2           the program for the open spaces and pedestrian amenities described above.  
3           . The design will treat all of these green spaces in a comprehensive,  
4           coordinated way. WCC will advise SPU on the makeup of the stakeholders  
5           group and will be represented on it.
- 6           e. SPU will present the Green Group’s recommendations to the WCC and secure  
7           WCC approval of prior to commencing the street vacation process. If the  
8           conditions in the Street Vacation ordinance are materially different than those  
9           in this agreement, then the restrictions on WCC’s rights of action contained in  
10          the prior section shall not be binding on WCC. SPU will advocate for  
11          ordinance language to approval agencies consistent with this agreement if the  
12          street vacation condition language is materially changed from that in this  
13          agreement during the review process and the changes are unacceptable to  
14          the WCC. WCC’s approval role is to be construed as a means to advocate for  
15          implementation of the project components adopted in this agreement. It is not  
16          to be construed as a means by which WCC can unilaterally create additional  
17          requirements or project components beyond this agreement.
- 18          f. SPU will fund the design, construction, and maintenance of these green spaces  
19          in accordance with the plan described above.
- 20          g. There will be a viewing gallery of the tipping building, located in the  
21          admin/crew building, to educate visitors and schoolchildren about solid waste  
22          management and recycling.
- 23          h. If approved by WCC in their review of the Green Group’s recommendation in  
24          Section (S)(e), above, SPU will request of SDOT that:
- 25                  i. appropriately landscaped curb bulbs and a suspended crosswalk sign  
26                  be constructed for the crosswalk on the east and west sides of the  
27                  intersection of N 34<sup>th</sup> and Woodlawn.
- 28                  ii. one set of curb bulbs and a crosswalk be constructed to cross N35th  
29                  St, west side of Woodlawn Ave N.
- 30                  iii. SPU will fund these improvements.
- 31                  iv. The construction of any curb bulbs and/or crosswalk signs and/or  
32                  crosswalks will be subject to approval by SDOT.

- 1 i.SPU shall fund traffic circles or similar structures as and when approved by  
2 SDOT at N 36th and Interlake and N 36<sup>th</sup> and Woodlawn as mitigation for the  
3 present transfer station. (Not these are not to be included in the street  
4 vacation ordinance, as they are for mitigating existing impacts.)

5 **T) Architectural Features.**

- 6 a. SPU expects that the new NTS will have a high quality architectural  
7 appearance much better than that of either the existing building or a traditional  
8 industrial facility as described below.

9 b. Building Exterior Materials Requirements

- 10 i. Highly visible exterior building walls, barriers and fences are defined  
11 as:
- 12 1. south facades visible from N 34<sup>th</sup> Street
  - 13 2. north facades visible from North 35<sup>th</sup> Street
  - 14 3. east facades visible from Woodlawn Avenue North
  - 15 4. east and west façades visible from main driveway entry
  - 16 5. west facades visible from the intersection of N 35<sup>th</sup> and Interlake  
17 Avenue North
- 18
- 19 ii. Materials for highly visible exterior walls, barriers and fences shall  
20 be primarily one or more of the following: Brick; Cast Stone (smaller  
21 pieces of pre cast concrete); Pre cast concrete utilizing course  
22 aggregate (greater than 1"); Natural stone; glass fiber reinforced  
23 concrete; CMU (concrete masonry units if split-faced or ground face  
24 and colored, scoring acceptable); Cast-in-place Concrete (with  
25 textured form liner finish, or with pattern of rustication, and painted,  
26 stains, or colored admixtures); and Ceramic Tiles.
- 27 iii. Materials that are not acceptable for highly visible exterior walls,  
28 barriers and fences include: Wood, composition or vinyl siding; Plain  
29 concrete or CMU; and Corrugated metal panels.
- 30 iv. Materials that may be used for accents, trim, canopies or  
31 fenestration, but that should not be the primary materials on highly  
32 visible walls, barriers and fences include: Plain concrete or CMU;  
33 Glass; Plastic or acrylic translucent panels; Metal panels; Painted  
34 steel structural elements.

- 35
- 36 c. Building Exterior Materials Parameters SPU shall consider the use of Primary  
37 exterior wall materials, barriers and fences (paragraph b) on other facades.

- 1  
2 d. Architectural Theme Elements: Incorporating a clear and distinguishable  
3 architectural theme that is included in all buildings' exterior walls, barriers and  
4 fence components, such as the use of repeated signature wall detail elements,  
5 parapets, roof elements.  
6  
7 e. Scale Elements that break down the scale of the building facades:  
8 i. Use of columns and other repetitive features, voids or protrusions that  
9 create rhythms in the facades.  
10 ii. Use of building elements voids projections that create significant  
11 highlights or shadow.  
12 iii. Horizontal and/or vertical modulation.  
13 iv. Providing materials in dark or muted colors to help reduce the  
14 perceived size of the building.  
15 v. Providing an interesting roof or parapet line.  
16 vi. Providing facades with significant texture to mitigate the size of the  
17 facades.  
18 vii Articulating surfaces with fenestration.  
19

20 **U. NTS fallback design option.** SPU and WCC both conditionally support the  
21 project components and amenities expressed above. However, it is recognized that  
22 there may be other parties that may seek to challenge, appeal or litigate the  
23 necessary regulatory approvals and other actions for the project. Also the necessary  
24 approvals may not be forthcoming, may be conditioned in ways that change the  
25 design components described in this agreement, or may be significantly delayed. If,  
26 in its judgment, SPU determines that the development of the preferred design has  
27 been significantly delayed, precluded or altered then SPU may choose to pursue an  
28 alternative design concept. If elements of the preferred design are significantly  
29 compromised by permit or approval processes or if alternatives are proposed by  
30 SPU, such alternatives may be disputed or additional alternatives in the same vein  
31 may be proposed and advocated by WCC without violating any sections of this  
32 agreement. If a fallback design concept is pursued that does not require the vacation  
33 of Carr Place N then the amenities in Section (S) above, will not be pursued.

34 SPU and WCC agree that any such fallback design would not be preferred from  
35 community, recycling/sustainability, and overall solid waste systems perspectives.  
36 Therefore both parties are committed to working together as outlined in this

1 agreement to advance the preferred program component/amenity list. Both hope  
2 that their partnership will facilitate timely approval of the preferred design concept.

3 **V. Communication.**

4 1. In addition to whatever other public/community involvement that SPU may  
5 implement in the coming phases of the project, SPU and WCC will participate in at  
6 least 2 face to face meetings per year to review the status of the project and of  
7 this agreement and to discuss any concerns. These meetings may be either at  
8 regularly scheduled WCC monthly board meetings, or at other occasions or  
9 venues, as chosen by the WCC. The timing, location, and WCC participants in  
10 these meetings will be the choice of the WCC, though the WCC will give  
11 reasonable notice to SPU of the meeting time and place and will give reasonable  
12 consideration to the availability of SPU's preferred representatives.

13 2. If concerns or issues about the project or the agreement arise between these  
14 meetings, the party with the concerns or issues shall initially raise them via e-mail  
15 or telephone with the other party's designated contact person. SPU will not initially  
16 raise any such concerns or issues with any other representative of WCC other  
17 than the designated contact person. Similarly, WCC will not initially raise any such  
18 concerns or issues with any other representative of the City other than SPU's  
19 designated contact person. Responses to inquiries or concerns by either party will  
20 be reasonably prompt.

21 3. The parties may negotiate mutually agreeable modifications to this agreement at  
22 any time.

23 4. SPU's contact person is:

24 Name: Timothy Croll

25 E-mail: timothy.croll@seattle.gov

26 Phone number: 206-684-7934

27 5. SPU's backup contact (in the event of the unavailability of the primary contact) is:

28 Name: Nancy Ahern

29 E-mail: nancy.ahern@seattle.gov

30 Phone number: 206-733-9191

1       **6. WCC's contact person is:**

2                   Name: Lee Raaen

3                   E-mail: lee@raaen.com

4                   Phone number: 206-682-958

5       **7. WCC's backup contact (in the event of the unavailability of the primary contact) is:**

6                   As indicated on the index of non-profit corporation contacts maintained on  
7                   the Washington State Secretary of State's website.

8       **8. Either party may change their primary or backup contact by so notifying the other**  
9                   party via email.

10

11

12   Approved for Wallingford Community Council:

Date:

13   Lee Raaen

2/27/12

14   \_\_\_\_\_

\_\_\_\_\_

15   Approved for Seattle Public Utilities:

Date:

16   Ray Hoffman

2/27/12

17   \_\_\_\_\_

\_\_\_\_\_

18

19

Attachment A

**ORDINANCE \_\_\_\_\_**

AN ORDINANCE relating to land use and zoning, amending Seattle Municipal Code sections 23.42.030, 23.47A.004, 23.47A.006, 23.50.012, 23.50.014, 23.54.030, and 23.84A.030 to allow a recycling use in a Commercial 2 zone to be located on the same development site as a solid waste management use through administrative conditional use review, to allow access to a solid waste management use through a Commercial 2 zone or Industrial Buffer zone, and to allow limited uses associated with a solid waste management use to be located in Commercial 2 zones and Industrial Buffer zones through administrative conditional use review.

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

Section 1. Section 23.42.030 of the Seattle Municipal Code, which section was enacted by Ordinance 123046, is amended as follows:

**23.42.030 Access to Uses**

Vehicular and pedestrian access may be provided to a use in one zone across property in a different zone (~~(, but only)~~) if:

A. ~~((†))~~The use to which access is being provided is permitted, either outright or as a conditional use, in the zone across which access is to be provided; or ~~((:))~~

B. The use to which access is being provided is a solid waste transfer station use permitted by conditional use in the zone in which it is proposed to be located, and the access for the solid waste transfer station use is across property located in an Industrial or Commercial 2 zone. The proposed access is subject to review under the conditional use criteria applicable to the principal use.

Section 2. Section 23.47A.004 of the Seattle Municipal Code, which section was last amended by Ordinance 123378, is amended as follows:

**Table A  
for Section 23.47A.004  
Uses in Commercial Zones**

		PERMITTED AND PROHIBITED USES BY ZONE(1)				
USES		NC1	NC2	NC3	C1	C2
* * *						
M.	Transportation services, personal	X	X	P	P	P
M.1.	UTILITY USES					
M.2.	Communication Utilities, major (14)	X	X	X	CCU	CCU
M.3.	Communication Utilities, minor (14)	P	P	P	P	P
M.4.	Power Plants	X	X	X	X	X
M.5.	Recycling	X	X	X	P	P/CU(16)
M.6.	Sewage Treatment Plants	X	X	X	X	X
M.7.	Solid waste management	X	X	X	X	X
	Utility Services Uses	10	25	P	P	P

**KEY**

A = Permitted as an accessory use only

CU = Administrative Conditional Use (business establishment limited to the multiple of 1,000 sq. ft. of any number following a hyphen, pursuant to Section 23.47A.010)

CCU = Council Conditional Use (business establishment limited to the multiple of 1,000 sq. ft. of any number following a hyphen, pursuant to Section 23.47A.010)

P = Permitted

S = Permitted in shoreline areas only

X = Prohibited

10 = Permitted, business establishments limited to 10,000 sq. ft., pursuant to Section 23.47A.010

20 = Permitted, business establishments limited to 20,000 sq. ft., pursuant to Section 23.47A.010

25 = Permitted, business establishments limited to 25,000 sq. ft., pursuant to Section 23.47A.010

35 = Permitted, business establishments limited to 35,000 sq. ft., pursuant to Section 23.47A.010

40 = Permitted, business establishments limited to 40,000 sq. ft., pursuant to Section 23.47A.010

50 = Permitted, business establishments limited to 50,000 sq. ft., pursuant to Section 23.47A.010

NOTES

\* \* \*

(16) A recycling use that is on the same development site as a solid waste transfer station is permitted by administrative conditional use, subject to the requirements of Section 23.47A.006.A.7.

Section 3. Section 23.47A.006 of the Seattle Municipal Code, which section was last amended by Ordinance 123209, is amended as follows:

**23.47A.006 Conditional uses**

A. The following uses, where identified as administrative conditional uses on Table A for Section 23.47A.004, or other uses identified in this Section 23.47A.006, may be permitted by the Director when the provisions of both Section 23.42.042 and this subsection 23.47A.006.A are met:

\* \* \*

7. A recycling use that is located on the same development site as a solid waste transfer station may be permitted as a conditional use in Commercial 2 (C2) zones according to the following criteria:

a. Accessory structures including entrance/exit kiosks, walls, screening, and other minor incidental improvements, are permitted;

b. A setback of at least 65 feet is required between any façade of the principal structure containing the recycling use and any lot line that abuts or is across a street from a residentially zoned lot;

c. Trucks allowed to access the recycling use to drop off recyclables shall not exceed a maximum of two axles;

d. Rooftop features on the principal structure shall not exceed the maximum height limit of the zone;

e. All transfer, handling, and compacting of recyclable materials shall be conducted within an enclosed structure;

f. Outdoor storage is prohibited.

g. The site preserves at least 60% of its area as open space. For these purposes, neither surface parking nor driveways shall be considered open space.

8. Parking and driveways accessory to a solid waste transfer station. Parking and driveways on property in a C2 zone are permitted as a conditional use accessory to a solid waste transfer station if:

a. The parking is on property that is part of the same development site as the solid waste transfer station use;

b. The parking meets the criteria of Section 23.50.014.A; and

c. The parking is subject to analysis in any transportation plan required by the Director pursuant to subsection 23.50.014.B.7.c.

d. Any surface parking may not be across the street from a residentially zoned lot

e. A setback of at least 65 feet is required between surface parking and any lot line that abuts or is across a street from a commercially zoned lot.

f. Driveways providing access to parking or access to the solid waste transfer station are on the same development site as the solid waste transfer station use.

9. Office use and crew space use accessory to a solid waste transfer station use on the same development site may be allowed within a structure containing a recycling use that is approved pursuant to subsection 23.47A.006.A.7.

Section 4. Section 23.50.012 of the Seattle Municipal Code, which section was last amended by Ordinance 123378, is amended as follows:

**23.50.012 Permitted and Prohibited Uses**

A. All uses are permitted outright, prohibited or permitted as a conditional use according to Table A. (See Table A for 23.50.012.)

Table A For 23.50.012

Uses in Industrial Zones

USES	PERMITTED AND PROHIBITED USES BY ZONE				
	IB	IC	IG1 and IG2 <sup>general</sup>	IG1 in the Duwamish M/I Center	IG2 in the Duwamish M/I Center
* * *					
M. UTILITY USES					
M.1. Communication Utilities, major	CU	CU	CU	CU	CU
M.2. Communication Utilities, minor	P	P	P	P	P
M.3. Power Plants	X	CCU	P	P	P
M.4. Recycling	P	P	P	P	P
M.5. Sewage Treatment Plants	X	CCU	CCU	CCU	CCU
M.6. Solid waste management					
M.6.a. Salvage yards	X	X	P	P	P
M.6.b. Solid waste transfer stations	<del>(X)</del> CU <sup>15</sup>	CU	CU	CU	CU
M.6.c. Solid waste incineration facilities	X	CCU	CCU	CCU	CCU
M.6.d. Solid waste landfills	X	X	X	X	X
M.7. Utility Services Uses	P	P	P	P	P

KEY

CU = Administrative conditional use

CCU = Council conditional use

EB = Permitted only in a building existing on October 5, 1987.

EB/CU = Administrative conditional use permitted only in a building existing on October 5, 1987.

P = Permitted

X = Prohibited

\* \* \*

(15) Subject to subsection 23.50.014.B.7.e

Section 5. Section 23.50.014 of the Seattle Municipal Code, which section was last amended by Ordinance 123046, is amended as follows:

**23.50.014 Conditional uses ((~~r~~))**

A. Criteria For All Conditional Uses. All conditional uses ~~((shall be))~~are subject to the procedures set forth in Chapter 23.76, Procedures for Master Use Permits and Council Land Use Decisions, and shall meet the following criteria:

1. The use shall be determined not to be materially detrimental to the public welfare or injurious to property in the zone or vicinity in which the property is located.
2. The benefits to the public that would be provided by the use shall outweigh the negative impacts of the use.
3. Landscaping and screening, vehicular access controls and other measures shall insure the compatibility of the use with the surrounding area and mitigate adverse impacts.
4. The conditional use shall be denied if it is determined that the negative impacts cannot be mitigated satisfactorily. However, adverse negative impacts may be mitigated by

imposing requirements or conditions deemed necessary for the protection of other properties in the zone or vicinity and the public interest.

5. In areas covered by Council-adopted Neighborhood Plans ~~((which))~~ that were adopted after 1983, uses shall be consistent with the recommendations of the plans.

B. Administrative Conditional Uses. The following uses, identified as administrative conditional uses in Table A, may be permitted by the Director ~~((when))~~ if the provisions of this subsection 23.50.014.B and subsection 23.50.014.A ~~((of this section))~~ are met.

\* \* \*

7. Solid waste transfer stations may be permitted as a conditional use in General Industrial 1 (IG1), General Industrial 2 (IG2), ~~((and))~~ Industrial Commercial (IC), and Industrial Buffer (IB) zones according to the following criteria:

a. Measures to minimize potential odor emissions and airborne pollutants shall be determined in consultation with the Puget Sound Clean Air Agency (PSCAA). These measures shall be incorporated into the design and operation of the facility;

b. Measures to maximize control of rodents, birds and other vectors shall be determined in consultation with the Seattle/King County Department of Public Health. These measures shall be incorporated into the design and operation of the facility;

c. The Director may require a transportation plan. The Director shall determine the level of detail to be disclosed in the plan such as estimated trip generation, access routes and surrounding area traffic counts, based on the probable impacts and/or scale of the proposed facility; and

d. Measures to minimize other impacts are incorporated into the design and operation of the facility.

e. For any portion of the principal structure containing the solid waste management use that is located in an IB zone, the following standards apply:

1) The maximum floor area of the principal structure is limited to 7,000 square feet.

2) A setback of at least 65 feet is required between any façade of the principal structure and any lot line that abuts or is across a street from a residentially zoned lot.

f. Accessory structures including scales, scale houses, entrance/exit kiosks, walls, screening, and other minor incidental improvements, including canopies over scales houses and drive lanes, are permitted in IB zones. The total area of all scale houses in IB zones shall not exceed 1000 square feet.

g. A landscaped area at least 20 feet deep is required between any structure and any parking located in an IB zone and the nearest street lot line.

h. Parking and driveways accessory to a solid waste transfer station. Parking and driveways on property in an IB zone are permitted as a conditional use accessory to a solid waste transfer station if:

1) The parking is on property that is part of the same development site as the solid waste transfer station use.

2) The parking meets the criteria of Section 23.50.014.A.

3) The parking is subject to analysis in any transportation plan required by the Director pursuant to subsection 23.50.014.B.7.c.

5) Driveways providing access to parking or access to the solid waste transfer station are on the same development site as the solid waste transfer station use.

i. Rooftop features on the principal structure shall not exceed the maximum height limit of the zone.

j. All transfer, handling, and compacting of materials processed by the solid waste management use shall be conducted within an enclosed structure.

k. Outdoor storage is prohibited.

\* \* \*

Section 6. Section 23.54.030 of the Seattle Municipal Code, which section was last amended by Ordinance 123649, is amended as follows:

**23.54.030 Parking space standards**

Parking spaces required by Section 23.54.015, and required barrier-free parking, shall meet the standards of this Section 23.54.030. Parking for residential uses provided in excess of the quantity required by Section 23.54.015 is exempt from the requirements of subsections 23.54.030.A and 23.54.030.B.

\* \* \*

D. Driveways. Driveway requirements for residential and nonresidential uses are described below. When a driveway is used for both residential and nonresidential parking, it shall meet the standards for nonresidential uses described in subsection 23.54.030.D.2.

\* \* \*

2. Nonresidential Uses.

a. Driveway Widths.

1) The minimum width of driveways for one way traffic shall be 12 feet and the maximum width shall be 15 feet.

2) The minimum width of driveways for two way traffic shall be 22 feet and the maximum width shall be 25 feet.

b. Driveways shall conform to the minimum turning path radius shown in Exhibit B for 23.54.030.

c. For driveways that provide access to a solid waste management use operated by the City of Seattle, the Director may allow both a maximum driveway width greater than the limits set in subsections 23.54.030.D.2.a and appropriate turning path radii, as determined necessary for truck maneuvering.

\* \* \*

F. Curb cuts. The number of permitted curb cuts is determined by whether the parking served by the curb cut is for residential or nonresidential use, and by the zone in which the use is located. When a curb cut is used for more than one use or for one or more live-work units, the requirements for the use with the largest curb cut requirements apply.

\* \* \*

3. All uses in industrial zones.

a. Number and location of curb cuts. The number and location of curb cuts will be determined by the Director.

b. Curb cut width. Curb cut width in Industrial zones shall be as follows:

1) Except as set forth in subsection 23.54.030.F.3.b.4), ((F))if the curb cut provides access to a parking area or structure, it must be a minimum of 15 feet wide and a maximum of 30 feet wide.

2) If the curb cut provides access to a loading berth, the maximum width may be increased to 50 feet.

3) Within the minimum and maximum widths established by this subsection 23.54.030.F.3, the Director shall determine the size of the curb cuts.

4) If the curb cut provides access to a solid waste management use operated by the City of Seattle, the Director may determine the maximum width of the curb cut.

4. Curb cuts for access easements.

a. If a lot is crossed by an access easement serving other lots, the curb cut serving the easement may be as wide as the easement roadway.

b. The curb cut serving an access easement shall not be counted against the number or amount of curb cuts permitted to a lot if the lot is not itself served by the easement.

5. Curb cut flare. A flare with a maximum width of 2.5 feet is permitted on either side of curb cuts in any zone.

6. Replacement of unused curb cuts. When a curb cut is no longer needed to provide access to a lot, the curb and any planting strip must be replaced.

Section 7. Section 23.84A.040 of the Seattle Municipal Code, which section was last amended by Ordinance 122311, is amended as follows:

23.84A.040 “U((~~U~~))”

\* \* \*

“Utility” means a use in which power, water or other similar items are provided or transmitted; or sewage is treated, or solid waste is stored, transferred, recycled or incinerated. High-impact

uses and utility lines shall not be considered utilities. Subject to the foregoing exclusions, utilities include but are not limited to the following uses:

\* \* \*

4. "Recycling" means a utility use in which recyclable materials are collected, stored, and/or processed, by crushing, breaking, sorting and/or packaging(~~(, but not including the collection of recyclable materials accessory to another use or any use which is defined as a solid waste management use)).~~

\* \* \*

Section 8. This ordinance shall take effect and be in force 30 days from and 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 \_\_\_\_ day of \_\_\_\_\_, 2011, and signed by me in open session in authentication of its passage this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
President \_\_\_\_\_ of the City Council

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2011.

---

Michael McGinn, Mayor

Filed by me this \_\_\_\_ day of \_\_\_\_\_, 2011.

---

City Clerk

(Seal)

**FISCAL NOTE FOR CAPITAL PROJECTS ONLY**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>CBO Analyst/Phone:</b>
Seattle Public Utilities	Tim Croll/684-7934	Karen Grove/684-5805

**Legislation Title:** A RESOLUTION providing direction to Seattle Public Utilities in the reconstruction and operation of the North Transfer Station.

**Summary and background of the Legislation:** Seattle Public Utilities (SPU) worked for the last 3½ years with a community stakeholder group and then negotiated directly for seven additional months with the Wallingford Community Council (WCC) to address community issues regarding SPU’s North Transfer Station Rebuild project. The North Transfer Station will be receiving solid waste from throughout the northern part of Seattle. Together SPU and WCC crafted an agreement on a North Transfer Station configuration which improves recycling, solid waste handling efficiency, customer service, and customer and worker safety while making the station a better neighbor in the community. This resolution endorses SPU’s agreement with the WCC.

<b>Project Name:</b>	<b>Project I.D.:</b>	<b>Project Location:</b>	<b>Start Date:</b>	<b>End Date:</b>
North Transfer Station Rebuild	C2306	N34th St & Capp Pl. N.	Planning in 2008	Construction ending 2015

Please check any of the following that apply:

- This legislation creates, funds, or anticipates a new CIP Project.
- This legislation does not have any financial implications.
- This legislation has financial implications.

The proposed Council Resolution endorses an agreement SPU reached with the Wallingford Community Council. The agreement specifies various requirements regarding how SPU will build, maintain and operate the new transfer station. These include requirements on SPU to provide public improvements in the immediate vicinity of the transfer station, as community benefits in exchange for the City’s anticipated vacation of Carr Place North as part of the overall North Transfer Station project.

The community benefits specified in the agreement have capital costs and some modest ongoing operations and maintenance (O&M) costs, as listed further below. These capital costs would be part of the North Transfer Station Rebuild project and are included in the budget and spending plan presented in the 2012-2017 Adopted Capital Improvement Program. Capital expenditures on the community benefits are anticipated to occur in 2014, subject to appropriation. Modest future O&M costs associated with the community benefits will be absorbed in SPU’s annual



O&M budget. There are no General Fund impacts.

The estimated costs to SPU of implementing the street vacation-related community benefits specified in the agreement are as follows:

1. \$200,000 in capital spending for four curb bulbs to provide traffic calming and enhance pedestrian safety at street crossings near the transfer station.
2. \$800,000 for playground/workout equipment to furnish a small public park that will be created in connection with the vacation of Carr Place North.
3. \$21,745 annually for ongoing O&M costs associated with the recreational facilities in the new, small public park referenced in #2 above.

As noted, the items listed above are community benefits related to the anticipated vacation of Carr Place North. The proposed street vacation will be brought to Council for consideration in a separate legislative package.

**Other Implications:**

**a) Does the legislation have indirect financial implications, or long-term implications?**  
The indirect implications are discussed above.

**b) What is the financial cost of not implementing the legislation?**  
Significant delay and operational costs could arise from legal challenges to the North Transfer Station project. SPU indicates that endorsement of the agreement by the Council and Executive is critical to SPU's ability to deliver the project and meet solid waste utility needs in a timely way. A two-year delay of the \$55 million project at a real construction escalation rate of 2%/year would increase construction costs by an estimated \$2.2 million. A sustained appeal of SPU's zoning code amendment or street vacation would have much greater impact.

**c) Does this legislation affect any departments besides the originating department?**  
The agreement calls for SPU to ask DPD for an amendment to the land use code. SPU is coordinating with DPD, which is preparing required legislation for transmittal to Council. SPU is similarly requesting street vacation legislation from SDOT. The agreement does not directly affect Parks. However, SPU may approach the Parks Department to see if it has an interest in maintaining the open space/playground at SPU's expense. No General Fund monies would be used for that purpose.

**d) What are the possible alternatives to the legislation that could achieve the same or similar objectives?**  
A more general resolution that did not include the attached agreement would likely not satisfy the community's desire for explicit elected official support for the agreement's specific terms.

**e) Is a public hearing required for this legislation?**  
No

**f) Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**

No

**g) Does this legislation affect a piece of property?**

The proposed resolution deals with SPU's North Transfer Station and adjacent properties.  
See Exhibit A Attached.

**h) Other Issues:**

None

Attachment – Exhibit A Map of North Transfer Station Property





City of Seattle  
Office of the Mayor

March 20, 2012

Honorable Sally Clark  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor

Dear Council President Clark:

I am pleased to transmit the attached resolution which would endorse an agreement between Seattle Public Utilities and the Wallingford Community Council (WCC) regarding the redevelopment of the City's North Transfer Station. This legislation is a companion to a proposed amendment to Seattle's Land Use Code (to be submitted by DPD) and a proposed street vacation (to be submitted by SDOT).

The proposed agreement is the product of many years of collaboration between SPU and the community. In early 2008, SPU formed a community stakeholder group which spent more than three years identifying and working to resolve operation and design issues related to the facility. Utility staff spent the next seven months working with the WCC on a detailed agreement which improves recycling, solid waste handling efficiency, customer service, and customer and worker safety while making the station a better neighbor in the community.

The City Council has a ten-year history of direct involvement with SPU's transfer station reconstruction program (through Resolutions 30431, 30750, and 30990; and Ordinances 121333, 121436, 122298, and 122447). This involvement was very useful in helping SPU establish a sound solid waste facilities program. Now, it would be very helpful for the Council to "close the loop" by endorsing this agreement. The WCC strongly desires such an endorsement to increase the community's confidence that all parts of the City are committed to following through with the commitments in the agreement.

Approving this resolution will provide an important show of faith on behalf of the City and help insure SPU is able to complete the North Transfer Station reconstruction project as quickly and cost-effectively as possible. Thank you for considering this legislation. If you have any questions, please feel free to contact Timothy Croll, SPU's Solid Waste Director, at 684-7934.

Sincerely,

Michael McGinn  
Mayor of Seattle

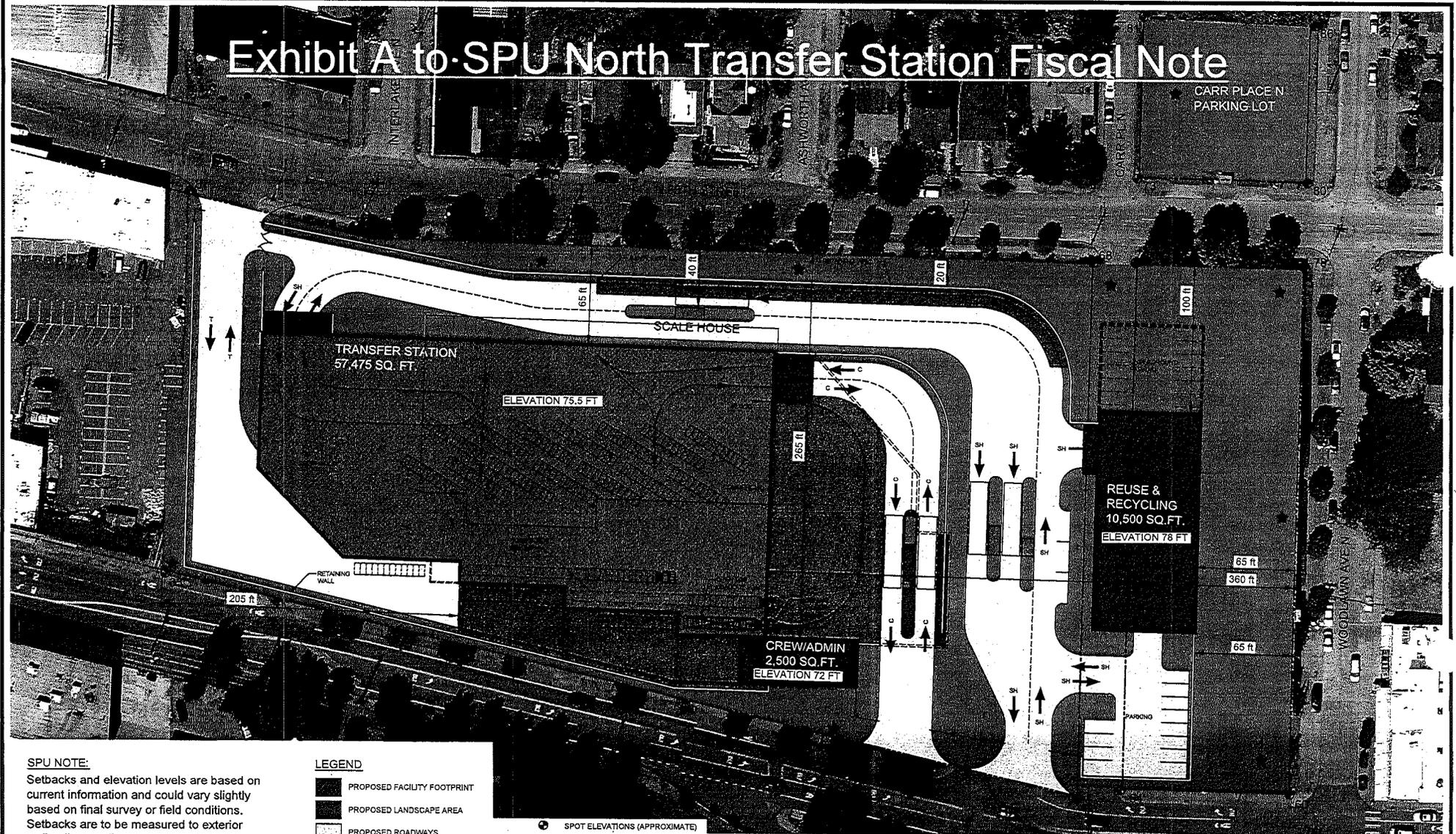
cc: Honorable Members of the Seattle City Council

Michael McGinn, Mayor  
Office of the Mayor  
600 Fourth Avenue, 7<sup>th</sup> Floor  
PO Box 94749  
Seattle, WA 98124-4749

Tel (206) 684-4000  
Fax (206) 684-5360  
TDD (206) 615-0476  
mike.mcinn@seattle.gov



# Exhibit A to SPU North Transfer Station Fiscal Note

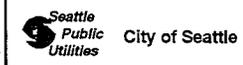
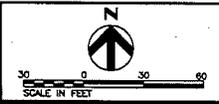


**SPU NOTE:**

Setbacks and elevation levels are based on current information and could vary slightly based on final survey or field conditions. Setbacks are to be measured to exterior walls, disregarding any potential canopies, columns, trellises, footings, gutters, downspouts, art work, cameras, signs, lights, or other appurtenances which may extend out from the exterior walls

**LEGEND**

- PROPOSED FACILITY FOOTPRINT
- PROPOSED LANDSCAPE AREA
- PROPOSED ROADWAYS
- PROPOSED GREEN ROOF
- PROPOSED CANOPY
- EXISTING TRANSFER STATION FOOTPRINT
- SPOT ELEVATIONS (APPROXIMATE)
- INDUSTRIAL BUFFER
- POTENTIAL COMMUNITY AMENITY
- COMMERCIAL
- SELF HAUL
- TRAILERS
- LIMITS OF LOWER LEVEL (BELOW)



CONCEPT C

SPU  
GET  
THE  
PLAN