

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

117801

AN ORDINANCE relating to the Washington Park Arboretum; approving the execution of a mitigation agreement among the Washington State Department of Transportation, the University of Washington, and the Washington Park Arboretum Foundation for impacts to the Arboretum from the State's SR 520 Project; authorizing the Mayor or his designees to execute, deliver, and perform corresponding agreements; amending Ordinance 124058, which adopted the 2013 Budget, including the 2013-2018 Capital Improvement Program (CIP); creating a new fund; adding a new project; creating a new Capital Improvement Program Budget Control Level and creating a new appropriation for the implementation of the Arboretum Mitigation Plan; and ratifying and confirming prior acts; all by a three-fourths vote of the City Council.

WHEREAS, in April 2011, the Washington State Department of Transportation (WSDOT), the Arboretum and Botanical Garden Committee (ABGC), the Arboretum Foundation, the Seattle Department of Parks and Recreation (DPR), the Seattle Department of Transportation (SDOT), and the University of Washington (UW) executed a Memorandum of Understanding (MOU) that memorialized the intent and roles and responsibilities of the parties related to implementing an Arboretum Mitigation Plan to address impacts from the State's SR 520, I-5 To Medina: Bridge Replacement and HOV Project; and

WHEREAS, to implement the MOU, the parties developed a "Cooperative Agreement for Implementation of Arboretum Mitigation Plan Projects as Mitigation for SR 520, I-5 To Medina: Bridge Replacement and HOV Project," which agreement was executed on January 14, 2013; and

WHEREAS, WSDOT has transferred funds to the City to implement the Washington Park Arboretum Trail Development, one of the Arboretum Mitigation Plan projects; NOW, THEREFORE

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The City's execution of the Cooperative Agreement for Implementation of Arboretum Mitigation Plan Projects as Mitigation for SR 520, I-5 To Medina: Bridge Replacement and HOV Project attached hereto as Attachment 1 is hereby approved.



Section 2. The Superintendent of Parks and Recreation, or his designee, is authorized to accept from WSDOT on behalf of the City of Seattle, the sum of \$7,810,431, which funds shall be used for construction of the Washington Park Arboretum Trail as described in the attached agreement.

Section 3. The funds described in Section 2 shall be deposited into the Park Mitigation and Remediation Fund, which is hereby created in the City Treasury to account for monies received for development, renovation or improvements to Department of Parks and Recreation properties. Money in that Fund may be temporarily deposited or invested in such manner as may be lawful for the investment of City money and interest and other earnings shall be deposited in the Fund.

Section 4. The 2013 Adopted Budget is amended with the creation of the following new budget control level added to Attachment A of Ordinance 124058 as follows:

Item	Fund	Department	BCL Code	BCL Name	BCL Purpose
1	Park Mitigation and Remediation Fund	Parks and Recreation	K72451	SR520 Mitigation	The purpose of the SR 520 Mitigation BCL is to account for projects resulting from SR520 construction impacts.

Section 5. In order to pay for necessary capital costs and expenses incurred, or to be incurred, but for which insufficient appropriations were made due to causes that could not reasonably have been foreseen at the time the 2013 budget was adopted, the appropriation for the following item in the 2013 Adopted Budget is increased from the funds shown, as follows:

Fund	Department	Budget Control Level	Amount
Park Mitigation and Remediation Fund (33130)	Parks and Recreation	SR520 Mitigation (K72451)	\$7,810,431

Section 5. The 2013-2018 Adopted Capital Program is hereby amended to include the following new project and allocation as described in Attachment 2 of this ordinance:

Department	Project Name	Project ID	Amount
Parks and Recreation	Washington Park Arboretum Trail Development	K732473	\$7,810,431

Section 6. Any acts consistent with the authority and prior to the effective date of this ordinance are hereby ratified and confirmed.



Section 7. 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 ____ day of _____, 2013, and signed by me in open session in authentication of its passage this ____ day of _____, 2013.

President _____ of the City Council

Approved by me this ____ day of _____, 2013.

Michael McGinn, Mayor

Filed by me this ____ day of _____, 2013.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

1. Cooperative Agreement for Implementation of Arboretum Mitigation Plan
2. DPR Washington Park Arboretum Trail Project



GCB 1182

**COOPERATIVE AGREEMENT FOR IMPLEMENTATION OF ARBORETUM MITIGATION PLAN PROJECTS AS
MITIGATION FOR SR 520, I-5 TO MEDINA: BRIDGE REPLACEMENT AND HOV PROJECT**

**AMONG WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, SEATTLE PARKS AND
RECREATION, SEATTLE DEPARTMENT OF TRANSPORTATION, UNIVERSITY OF WASHINGTON,
ARBORETUM FOUNDATION, AND MEMBERS OF THE ARBORETUM AND BOTANICAL GARDEN
COMMITTEE**

THIS AGREEMENT is entered into by the members of the **ARBORETUM AND BOTANICAL GARDEN COMMITTEE**, which is composed of the Arboretum Foundation (AF), City of Seattle Parks and Recreation (Seattle Parks), the University of Washington (UW), two appointees from the City of Seattle Mayor's office and one appointee from the State of Washington Governor's office, acting by and through its members, hereinafter the "ABGC"; the **STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION**, acting by and through the Secretary of the Department of Transportation, hereinafter "WSDOT"; the **CITY OF SEATTLE**, acting by and through its Superintendent of Parks and Recreation, hereinafter "Seattle Parks"; the **CITY OF SEATTLE, DEPARTMENT OF TRANSPORTATION**, acting by and through its Director, hereinafter "SDOT"; the **UNIVERSITY OF WASHINGTON**, acting by and through its Dean of the College of the Environment, hereinafter "UW"; and the **ARBORETUM FOUNDATION**, acting by and through its President; collectively the "PARTIES" and individually the "PARTY."

WHEREAS, Engrossed Substitute Senate Bill (ESSB) 6392 (RCW 47.56.870), which became effective on June 10, 2010, requires that WSDOT mitigate the effects of the SR 520 Project on and enhance the Washington Park Arboretum, specifically providing that "[w]etland mitigation required by state and federal law . . . must, to the greatest extent practicable, include on-site wetland mitigation at the Washington Park Arboretum"; and

WHEREAS, RCW 47.56.870 directs that "the department shall consult with the governing board of the Washington Park Arboretum..." and the ABGC was established by Seattle City Council Ordinance #65130 approved December 27, 1934 as the advisory committee for the Arboretum, and therefore for purposes of fulfilling the terms agreed to in this AGREEMENT, the ABGC is considered to be the governing board of the Washington Park Arboretum; and

WHEREAS, WSDOT coordinated with the ABGC to develop the December 2010 Arboretum Mitigation Plan, which outlines projects intended to mitigate anticipated adverse effects on the Arboretum resulting from the SR 520 Project; and

WHEREAS, In April 2011, WSDOT, the ABGC, the Arboretum Foundation, Seattle Parks, the UW, and SDOT signed a Memorandum of Understanding (MOU), that contains additional detail on agency roles and responsibilities under the Arboretum Mitigation Plan, as well as future implementation steps; and

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WHEREAS, in June 2011, WSDOT published a Final Environmental Impact Statement (FEIS) for the SR 520 Project, and in August 2011, the Federal Highway Administration (FHWA) signed the Record of Decision, which lists commitments made by WSDOT and FHWA, including the commitment to implement the mitigation measures identified in the Arboretum Mitigation Plan and the MOU, both of which documents are included as attachments to the FEIS and documented as commitments in the Record of Decision; and

WHEREAS, WSDOT has applied for and received a federal Transportation Infrastructure Finance and Innovation Act (TIFIA) loan, which will fund the West Approach Bridge North (WABN) portion of the SR 520 Project and the associated mitigation that is required to be constructed concurrently, and the PARTIES acknowledge that implementation of mitigation for other portions of the SR 520 Project are contingent on receiving further funding; and

WHEREAS, the SR 520 Project incorporates elements that will benefit the Washington Park Arboretum such as removal of the Lake Washington Boulevard ramps, an increased bridge profile to improve and expand trail user access, minimized bridge lane and shoulder widths, improved open space connectivity through pedestrian and bicycle connections across the Montlake Lid and a crossing beneath the SR 520 bridge adjacent to the lid, and noise reduction methods including quieter concrete pavement; and

WHEREAS, it is the intention of all the PARTIES that the property in the area known informally as the "WSDOT Peninsula" will be conveyed to the City of Seattle as mitigation for impacts of the SR 520 Project. The details of such conveyance would depend on property value and site protection considerations; and

WHEREAS, WSDOT intends to implement, under a separate agreement, Foster Island Tribal / Cultural Improvements as required by SR 520 Project Programmatic Agreement among the FHWA, National Oceanic and Atmospheric Administration, Washington State Historic Preservation Officer, WSDOT, and The Advisory Council on Historic Preservation Implementing Section 106 of the National Historic Preservation Act dated May 2011. Those Foster Island Tribal / Cultural Improvements are outside the scope of the Arboretum Mitigation Plan, but within the geographic limits of the Arboretum, as a result of its SR 520 Project tribal consultation efforts. Those improvements are referenced in Exhibit A, row c. While not part of the Arboretum Mitigation Plan projects contemplated herein, WSDOT is seeking the PARTIES' cooperation in allowing those improvements to be made within the Arboretum;

NOW, THEREFORE, in order to implement the goals identified in the Arboretum Mitigation Plan, memorialized in the MOU, and committed to in the Record of Decision, and pursuant to RCW 47.28.140 and RCW 47.56.870, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibits A, B, C, D, E, F, and G which are incorporated and made a part hereof; **IT IS MUTUALLY AGREED AS FOLLOWS:**



I. PURPOSE AND BACKGROUND

A. The purpose of this AGREEMENT is to confirm the general terms and conditions that the PARTIES believe will be necessary to implement Arboretum Mitigation Plan projects. The PARTIES agree that these projects have both regional and individual agency benefits. The PARTIES agree to work collaboratively to arrive at solutions that will enhance the benefits and value of these projects while respecting established budgets identified herein.

B. The PARTIES agree that the Arboretum Mitigation Plan projects described herein fully and fairly mitigate for environmental impacts to the Arboretum from the SR 520 Project. The PARTIES also agree that the terms of this AGREEMENT constitute a full and fair settlement regarding WSDOT's contributions toward those Arboretum Mitigation Plan projects for which specific WSDOT contribution amounts are identified in Exhibit A. For projects where WSDOT contribution amounts are described as "to be determined" in Exhibit A, the PARTIES agree to determine those full and fair settlement contributions through future amendments to this AGREEMENT or separate agreements.

II. ARBORETUM MITIGATION PLAN PROJECTS

This AGREEMENT identifies the overall scopes, funding sources, implementation leads, project costs, and schedules for the Arboretum Mitigation Plan projects defined in the Arboretum Mitigation Plan and the MOU, and as shown in Exhibit A. See Exhibit B for the location of Arboretum Mitigation Plan projects. The PARTIES agree that each project will be designed and implemented as outlined by this AGREEMENT, and to comply with the applicable federal, state and local regulations identified in Exhibit A.

III. GENERAL RESPONSIBILITIES OF THE PARTIES

This AGREEMENT describes and establishes general roles and responsibilities for all Arboretum Mitigation Plan projects in the Arboretum Mitigation Plan and the MOU. Where this AGREEMENT specifies a different project role or responsibility from that stated in the MOU or Arboretum Mitigation Plan, this AGREEMENT takes precedence.

It also describes additional roles and responsibilities on the North Entry project and the Multi-Use Trail project.

A. General Roles and Responsibilities for All Projects

1. Seattle Parks Roles and Responsibilities

- a) For Arboretum Mitigation Plan projects where Seattle Parks is identified as the lead, Seattle Parks will lead the project planning, design and construction. Planning, design and construction includes, but is not limited to, public involvement,



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environmental documentation and permitting, design management and procurement of consulting services, construction management and procurement of contractor services and materials.

b) Seattle Parks will endeavor to ensure the scope of the projects where it is identified as the lead remains within the budgets outlined in Exhibit E subject to any contingencies to which WSDOT and Seattle Parks have agreed in writing in order to bring the preliminary estimates in line with actual project costs. Seattle Parks will also endeavor to reduce the estimated costs of the projects it leads below the amounts shown in Exhibit E through value engineering and dollars saved will be used to fund other identified projects in the Arboretum Mitigation Plan.

c) Seattle Parks will work collaboratively with WSDOT to ensure compliance with the overall SR 520 Project design and construction schedule.

d) Seattle Parks will review WSDOT design submittals within established timelines to ensure no delay to the SR 520 Project. Seattle Parks' review will be for coordination, not for purposes of approval. To the extent any Arboretum Mitigation Plan project or project element is predominantly transportation related, *e.g.* a roadway or roadway signage, Seattle Parks will obtain SDOT review, input and approval on such element(s).

e) When any Arboretum Mitigation Plan project element affects a historic or cultural resource, or has the potential to adversely affect such a resource, Seattle Parks will work with the City's and/or State's Historic Preservation Officer (as applicable) to seek Arboretum Mitigation Plan project approval. Seattle Parks will be responsible for compliance with local and state historic preservation and cultural resources laws, and will coordinate with agencies who administer these regulations, as applicable. WSDOT has disclosed preliminary expectations regarding cultural resources in the Arboretum vicinity developed as part of the Archaeological Treatment Plan, SR 520 Bridge Replacement and HOV Program, I-5 to Medina: Bridge Replacement and HOV Project dated September 2011.

f) Seattle Parks will provide ample review time to Arboretum Mitigation Plan project partners, *i.e.* SDOT, UW, WSDOT, and the ABGC, either individually or through its working committees to review and comment on the individual Arboretum Mitigation Plan projects at appropriate Arboretum Mitigation Plan project milestones.

g) Seattle Parks will record and respond to Arboretum Mitigation Plan project comments and endeavor to incorporate comments into the Arboretum Mitigation Plan project's design.

h) Long term operation and maintenance of the Arboretum Mitigation Plan projects will be undertaken cooperatively by Seattle Parks and the UW, as outlined in any existing and/or future agreement(s) between Seattle Parks and UW.

i) Seattle Parks will inform the ABGC on a regular basis of status updates on fulfillment of this AGREEMENT.

2. WSDOT Roles and Responsibilities

a) WSDOT will lead the development of subsequent agreements or amendments to this AGREEMENT for remaining settlement contributions toward individual Arboretum Mitigation Plan projects identified in this AGREEMENT within 90 days of when funding is authorized for SR 520 Project elements after the WABN. Remaining settlements for Arboretum Mitigation Plan projects will be made concurrently with the portions of the SR 520 Project causing the impacts that are being mitigated for in those



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mitigation projects.

b) WSDOT will fund individual Arboretum Mitigation Plan projects up to the maximum amount noted in Exhibit A of this AGREEMENT; WSDOT's contributions to certain Arboretum Mitigation Plan projects are contingent upon receiving further funding for the SR 520, I-5 to Medina: Bridge Replacement and HOV Project, and are described as "to be determined" in Exhibit A.

c) WSDOT will review all plans, designs, and schedules developed by other PARTIES for Arboretum Mitigation Plan projects defined in this AGREEMENT not for approval purposes but to ensure that they do not conflict with SR 520 construction. In the case of a conflict, the SR 520 Project plans and schedule shall prevail.

d) WSDOT will collaborate with SDOT on the development of the Neighborhood Traffic Management Plan (NTMP) as shown in Exhibit A and work with SDOT to engage ABGC in review.

e) WSDOT will provide periodic status reports on the implementation of this AGREEMENT and the individual Arboretum Mitigation Plan projects to the ABGC on a regular basis.

f) WSDOT engaged the ABGC in the Seattle Community Design Process, and will engage the ABGC for input during the design of the West Approach Bridge (WAB) portion of the SR 520 Project.

g) WSDOT will develop a sustainable landscaping plan in coordination with the ABGC and the Affected Tribes as defined in WSDOT's Foster Island Treatment Plan, SR 520, I-5 to Medina: Bridge Replacement and HOV Project, SR 520 Bridge Replacement and HOV Program dated September 2011. The plants included in the landscaping plan will be identified by ABGC in consultation with the Affected Tribes, and will consist of plants that are suitable for the Foster Island environment. The landscape plan will be developed in phases, but finalized prior to construction completion on Foster Island. WSDOT will provide funding for the plan elements within WSDOT right-of-way, as agreed upon through consultation with the Affected Tribes and ABGC. Planting and maintenance activities will be conducted by WSDOT in consultation with the Affected Tribes and ABGC. The WSDOT contracted plant establishment period will extend for a period of years to be determined through consultation with ABGC.

3. ABGC, Arboretum Foundation, and UW Roles and Responsibilities

a) Long term operation and maintenance of the Arboretum Mitigation Plan projects will be undertaken cooperatively by Seattle Parks and the UW, as outlined in any existing and/or future agreement(s) between Seattle Parks and UW.

b) Members of the ABGC and their working committees will work cooperatively with Seattle Parks and other City agencies as appropriate in the planning, design and construction of each Arboretum Mitigation Plan project. In addition, the ABGC and their working committees will provide their review, input and approval, if requested, in a timely manner.

c) To the extent any Arboretum Mitigation Plan project or project element involves work on property owned by the UW or the Arboretum Foundation, UW and the Arboretum Foundation will provide their respective review, input and approval in a timely manner.

d) To provide for efficient and effective implementation of the mitigation projects identified in this AGREEMENT, the ABGC will operate in accordance with the 2004



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Washington Park Arboretum Master Plan Implementation Plan.

e) Management of the implementation process for the mitigation projects included in this AGREEMENT will be delegated to the Master Plan Implementation Group (MPIG), a subcommittee of the ABGC. The MPIG will be responsible for planning, and recommending to the ABGC for approval, the sequencing, timing, scope, schedule and budget for each mitigation project included in this AGREEMENT.

f) The ABGC will grant access and parking assistance to the Muckleshoot Indian Tribe (MIT) to host and attend a cultural event at Foster Island in preparation for the Foster Island Tribal/Cultural Improvements project referenced in Exhibit A, row c. Specifics related to these improvements are covered in separate agreement(s) between WSDOT and the MIT and Seattle Parks and the MIT.

4. SDOT Roles and Responsibilities

a) To the extent any Arboretum Mitigation Plan project or project element is predominantly transportation-related, e.g. a roadway or roadway signage, SDOT will review, provide input on and approve such element(s) in a timely manner.

b) SDOT will also participate in the formal plan review process and issue permits, as needed, according to the SDOT's standard practices.

c) SDOT and WSDOT will coordinate to ensure integration of traffic management strategies between the two agencies through the Neighborhood Traffic Management Plan (NTMP) process as described in Exhibit A, Project "i" (Support for Traffic Management Evaluation).

5. Joint Roles and Responsibilities of the PARTIES

a) The PARTIES agree to jointly seek grant funding in an effort to ensure full implementation of the projects identified in the MOU and to potentially help offset the amount of WSDOT contributions required to implement the Arboretum Mitigation Plan projects. The PARTIES agree to each bear their own costs for pursuit of grant funding. The PARTIES agree to determine the lead agency for each grant application based on the type and requirements for the subject grant. Should grant funds be obtained, then the amount of WSDOT contribution will be offset by the grant amount, and WSDOT will reserve that offset amount, as well as unspent funds from the Multi-Use Trail and the Art, Aesthetic and Landscape Enhancements at Foster Island Crossing, as partial contribution for the North Entry Project. Should the PARTIES be unsuccessful in pursuing grant funding, the WSDOT contribution committed to herein will not be reduced.

B. Multi-Use Trail Project-Specific Roles and Responsibilities

1. Seattle Parks Roles and Responsibilities

a) Seattle Parks will provide and coordinate design review of the Multi-Use Trail with the ABGC and SDOT as necessary and prior to implementation to ensure consistency with the scope outlined by this AGREEMENT or any future agreements.

b) Seattle Parks agrees to provide WSDOT a statement of the final amount spent on the construction of the Multi-Use Trail, and to apply any remaining unspent funds from that project to offset the amount of WSDOT contribution toward other Arboretum Mitigation Plan projects.



2. WSDOT Roles and Responsibilities

- a) WSDOT will review the Seattle Parks-led Multi-use Trail project Plans, Specifications, and Estimate (PS&E) (as used herein, PS&E means those design stages beyond the preliminary design) in a timely manner for the purpose of verifying that they do not conflict with the SR 520 Project.
- b) WSDOT and its contractor will work with Seattle Parks and its contractor to ensure coordination in implementing the Multi-use Trail project elements to ensure that they do not conflict with the SR 520 Project.

3. ABGC Roles and Responsibilities

- a) ABGC will review the Multi-Use Trail plans, designs, and cost estimates in a timely manner so that Multi-Use Trail project delivery is not delayed as required by either WSDOT or Seattle Parks.
- b) ABGC will participate in public meetings as requested by Seattle Parks in support of the Multi-Use Trail concept.

4. SDOT Roles and Responsibilities

- a) SDOT will review, in a timely manner, the Multi-use Trail plans and designs for the points where the Arboretum Multi-use Trail connects to the larger City of Seattle pedestrian and bicycle system at the north and south ends of the Arboretum.

C. North Entry Project-Specific Roles and Responsibilities

1. Seattle Parks Roles and Responsibilities

- a) Seattle Parks will lead PS&E design and construction of the North Entry project as outlined in Exhibit D. Seattle Parks will not begin the construction of North Entry project until after the WAB is completed and WSDOT no longer needs access within the WSDOT Peninsula, so that it does not conflict with SR 520 construction.
- b) Upon WSDOT's receipt of full funding for the WAB, Seattle Parks will work with WSDOT towards the development of an agreement or amendment that identifies WSDOT's contribution for the North Entry project.
- c) Seattle Parks will provide and coordinate PS&E design review of the North Entry with the ABGC, WSDOT and other City of Seattle departments as necessary and prior to implementation to ensure consistency with the scope outlined generally in Exhibit A or any future agreements.

2. WSDOT Roles and Responsibilities

- a) WSDOT will review the Seattle Parks-led North Entry project PS&E in a timely manner for the purpose of verifying that they do not conflict with the SR 520 Project.
- b) Once the WAB is fully funded, WSDOT will negotiate an agreement or amendment with Seattle Parks for the remaining settlement contribution toward the North Entry Project. At that time, WSDOT and Seattle Parks will re-evaluate the budget for the North Entry project, and WSDOT's contribution, to reflect any contributions from other Arboretum Mitigation Plan projects' unspent budget amounts, grant funding received, scope adjustments, and savings identified through Seattle Parks' value engineering.



3. ABGC Roles and Responsibilities

- a) ABGC will review the North Entry plans, designs, and cost estimates in a timely manner so that North Entry project delivery is not delayed, as required by either WSDOT or Seattle Parks.
- b) ABGC will participate in public meetings as requested by Seattle Parks in support of the North Entry concept.

4. SDOT Roles and Responsibilities

- a) SDOT will review the Seattle Parks-led North Entry project PS&E in a timely manner.

IV. FUNDING AND PAYMENT

A. This AGREEMENT includes provisions for payment of the WSDOT contribution only for selected Arboretum Mitigation Plan projects as shown in Exhibit A. Payment provisions for other Arboretum Mitigation plan projects shall be established in subsequent agreement(s) or amendments to this AGREEMENT between Seattle Parks and WSDOT related to specific Arboretum Mitigation Plan projects. Implementation of Arboretum Mitigation Plan projects, except for those funded by the TIFIA loan referred to in the recitals to this AGREEMENT, is subject to funding and the cost constraints of the SR 520 Project. Engrossed House Bill (EHB) 2814, which became effective on March 23, 2012 and is codified at RCW 90.58.140(5)(b)(i), prohibits the construction of SR 520 Project elements between Interstate 5 and the western landing of the floating bridge until tolling is authorized on Interstate 90 or full funding is in place to construct the complete SR 520 project. The construction of the Arboretum Mitigation Plan projects is bound by these conditions contained in EHB 2814 and RCW 90.58.140(5)(b)(i)(the "EHB 2814 conditions").

B. WSDOT will pay Seattle Parks to construct individual Arboretum Mitigation Plan projects as specified in Exhibit A. This payment shall not represent authorization to begin work; unless otherwise determined by WSDOT and Seattle Parks in individual Arboretum Mitigation Plan project agreements, WSDOT shall provide written authorization for the start of Arboretum Mitigation Plan project construction concurrently with the component(s) of the SR 520 Project that result in an impact to the Arboretum. Specifically:

1. Within 30 days of execution of this AGREEMENT, WSDOT shall pay Seattle Parks the amount of \$7,810,431, which is the sum of amounts shown in the "WSDOT Contribution" column in Exhibit A, rows a and d(3). A signed original of this AGREEMENT shall serve as an invoice for payment.
2. Once EHB 2814 conditions are met as described above in subsection IV.A, assuming no other constraints prevent WSDOT from beginning construction on the WABN, WSDOT shall then authorize Seattle Parks in writing to construct the Multi-use Trail project.



3. Once EHB 2814 conditions are met as described above in subsection IV.A, assuming no other constraints prevent WSDOT from beginning construction on the WABN, WSDOT shall then authorize the selected lead agency in writing through a separate agreement or an amendment to this AGREEMENT to construct the undercrossing improvements within the WSDOT right-of-way as shown in Exhibit A, row d(2). The amount of WSDOT's contribution is to be determined.

4. Once construction of the WABN is completed, assuming WSDOT is performing no other construction in the area, WSDOT shall authorize Seattle Parks in writing to construct the portions of the northern half of the Art, Aesthetic and Landscape Enhancements at Foster Island Crossing as described in Exhibit A, row d(3) for which it is responsible (*i.e.*, trail/landscape improvements approaching WSDOT right-of-way from the north).

5. Once construction of the West Approach Bridge South (WABS) is completed, assuming WSDOT is performing no other construction in the area, WSDOT shall authorize Seattle Parks in writing to construct the portions of the southern half of the Art, Aesthetic and Landscape Enhancements at Foster Island Crossing as described in Exhibit A, row d(3) for which it is responsible (*i.e.*, trail/landscape improvements approaching WSDOT right-of-way from the south).

6. Once the WAB is complete and WSDOT no longer needs access within the WSDOT Peninsula, WSDOT shall authorize Seattle Parks to construct North Entry Project through a separate agreement or an amendment to this AGREEMENT. The amount of WSDOT's contribution is to be determined.

C. One or more of the members of the ABGC may bring additional financial resources other than the grant funding described in Section III.A.5. to a Seattle Parks-led Arboretum Mitigation Plan mitigation project to expand and/or enhance the scope or breadth of a project beyond the elements outlined in Exhibit A, or to fully realize a project as it is envisioned in the Arboretum Master Plan. Any such additional funds shall not supplant funds identified and agreed to in this AGREEMENT.

V. AMENDMENT

Any PARTY may request changes and/or additions to the provisions contained in this AGREEMENT. Such changes that are mutually agreed upon by all PARTIES shall be incorporated by written amendment to this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the PARTIES hereto.



VI. TERM/TERMINATION

- A. This AGREEMENT shall become effective as of the PARTIES' signature date last written and dated below and shall remain in effect through the design and construction of the Arboretum Mitigation Plan projects, unless terminated sooner as set forth below.
- B. A PARTY may terminate this AGREEMENT only after going through the Dispute Resolution process outlined under Section IX herein.
- C. In the event that WSDOT makes material modifications to the SR 520 Project that may increase the significant adverse impact of the SR 520 Project on the Arboretum, any PARTY may withdraw from this AGREEMENT after providing at least 30 calendar days written notice to the other PARTIES and after complying with the dispute resolution requirements of Section IX of this AGREEMENT. Any dispute about whether modifications to the SR 520 Project are "material" or whether they result in increased significant adverse impacts to the Arboretum shall be resolved in accordance with the dispute resolution provisions of Section IX. In the event that a PARTY withdraws from this AGREEMENT pursuant to this Section, the PARTY agrees to enter into additional negotiations with WSDOT regarding the extent of the modified SR 520 Project's increased adverse impact to the Arboretum. In the event that the withdrawing PARTY and WSDOT enter into a subsequent agreement regarding the SR 520 Project's impact to the Arboretum, any mitigation or compensation already provided to that PARTY by WSDOT shall be included in any new agreement negotiated between the PARTY and WSDOT.

VII. CONTACT AND NOTIFICATION INFORMATION

All contact among the PARTIES, and any notice required pursuant to this AGREEMENT shall be in writing and shall be sent postage prepaid by U.S. Mail, return receipt requested, to the following addresses unless otherwise indicated in writing by the PARTIES to this AGREEMENT:

To WSDOT: Kerry Pihlstrom, Engineering Manager SR 520, I-5 to Medina: Bridge Replacement and HOV Project Washington State Dept. of Transportation 999 3 rd Avenue, Suite 900 Seattle, WA 98104	To Seattle Parks: Christopher Williams, Acting Superintendent Seattle Parks and Recreation 100 Dexter Ave N Seattle, WA 98109 christopher.williams@seattle.gov
To SDOT: Peter Hahn, Director Seattle Department of Transportation 600 4 th Avenue, 4 th floor PO Box 94769 Seattle, WA 98124-4769 peter.hahn@seattle.gov	To UW: Dr. Lisa J. Graumlich, Dean College of the Environment University of Washington Ocean Sciences Bldg, Suite 200 Seattle, WA 98195-5355 graulmic@u.washington.edu



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To the Arboretum Foundation: Paige Miller, Executive Director The Arboretum Foundation 2300 Arboretum Dr. E. Seattle, WA 98112 pmiller@arboretumfoundation.org	
To members of the ABGC (multiple recipients as listed below):	
Theresa Doherty University of Washington Asst VP for Regional Affairs 225 Gerberding Hall Box 351243 Seattle, WA 98195-1243 tdoherty@uw.edu	Craig Trueblood President The Arboretum Foundation 2300 Arboretum Dr. E. Seattle, WA 98112 craig.trueblood@klgates.com
Paige R. Miller Arboretum Foundation Executive Director 2300 Arboretum Dr. E. Seattle, WA 98112 pmiller@arboretumfoundation.org	John B. Collins City of Seattle Mayoral Appointee and Arboretum and Botanical Garden Committee Chair c/o 100 Dexter Ave N Seattle, WA 98109 jackcollins1937@gmail.com
Michael Shiosaki City of Seattle, Parks and Recreation Planning and Development Division Director 800 Maynard Ave S., 3rd Floor Seattle, WA 98134-1336 michael.shiosaki@seattle.gov	Kenan Block City of Seattle Mayoral Appointee c/o 100 Dexter Ave N Seattle, WA 98109 kenan@kenanblock.com
David L. Towne Washington State Governor Appointee c/o Seattle Park Headquarters 100 Dexter Ave N Seattle, WA 98109 davidltowne@msn.com	Sarah Reichard University of Washington Botanic Gardens Director Box 354115 Seattle, WA 98195-4115 reichard@u.washington.edu
Lynne Manzo for Iain Robertson University of Washington Associate Professor Department of Landscape Architecture 348 F Gould Hall Seattle, WA 98195-5734 lmanzo@uw.edu	



Any PARTY may update the contact information above which shall not be considered an amendment to this AGREEMENT. An electronic message [email] exchanged among the contacts, indicating the updated information shall be sufficient, provided that the changed contact information is sent to all PARTIES.

VIII. INDEMNIFICATION

A. To the extent allowed by law, each PARTY shall protect, defend, indemnify, and save harmless the other PARTIES, their officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from any acts or omissions or intentional misconduct of the indemnifying PARTY. No PARTY will be required to indemnify, defend, or save harmless another PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the indemnified PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the indemnifying PARTY's own negligence.

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

IX. DISPUTE RESOLUTION

A. The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with this AGREEMENT.

B. Informal Resolution. The designated representatives herein under the CONTACT AND NOTIFICATION INFORMATION section of this AGREEMENT shall use their best efforts to resolve disputes among the PARTIES promptly and at the lowest organizational level.

C. In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed-upon mediator. The ABGC, SDOT, and WSDOT shall share equally in the cost of the mediator because the other PARTIES participate in the ABGC.

D. The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

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DPR Washington Park Arboretum Trail ORD ATT 1
May 16, 2013
Version 1

X. VENUE

This AGREEMENT shall be governed by the laws of the State of Washington. In the event that any PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES agree that any such action or proceedings shall be brought in the superior court situated in the County of King, State of Washington, and each PARTY shall be liable for its own attorneys' fees and costs.

XI. AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this AGREEMENT and bind their respective entities to the obligations set forth herein.

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



Terry Roche
DPR Washington Park Arboretum Trail ORD ATT 1
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Washington State Department of Transportation

Julie Meredith Date: 1/14/13
Julie Meredith P.E., SR 520 Program Director

APPROVED AS TO FORM:

Deborah L. Cade Date: 1/11/13
Deborah L. Cade, Assistant Attorney General

Seattle Parks and Recreation

Christopher Williams Date: 1-14-13
Christopher Williams, Seattle Parks and Recreation Acting Superintendent

Seattle Department of Transportation

Peter Hahn Date: 1.14.13
Peter Hahn, Director

University of Washington

Lisa J. Graumlich Date: 1/14/13
Dr. Lisa J. Graumlich, Dean, College of the Environment

APPROVED AS TO FORM:

T. C. Richmond Date: 1/14/13
T. C. Richmond, Special Assistant Attorney General

Arboretum and Botanical Garden Committee

John B. Collins Date: 1/14/13
John B. Collins, City of Seattle Mayoral Appointee and Chair

Theresa Doherty Date: 1/14/13
Theresa Doherty, University of Washington, Assistant Vice President for Regional Affairs

Craig Trueblood Date: 1/14/13
Craig Trueblood, Arboretum Foundation President

Paige R. Miller Date: 1/14/13
Paige R. Miller, Arboretum Foundation Executive Director



Teri, Roche

DPR Washington Park Arboretum Trail ORD ATT 1

May 16, 2013

Version 1

Michael Shiosaki Date: 1-14-2013
Michael Shiosaki, City of Seattle, Parks and Recreation Planning and Development Division
Director

Kenan Block Date: 1/14/2013
Kenan Block, City of Seattle Mayoral Appointee

David L. Towne Date: 1/14/13
David L. Towne, Washington State Governor Appointee

Sarah Reichard Date: 1/14/13
Sarah Reichard, University of Washington Botanic Gardens Director

Lynne Marzocchi Date: 1/14/13
Lynne Marzocchi, University of Washington Associate Professor, Department of Landscape
Architecture

Arboretum Foundation

Craig Trueblood Date: 1/14/13
Craig Trueblood, Arboretum Foundation President

List of Exhibits; Exhibits B through G are described in Exhibit A:

Exhibit A: Arboretum Mitigation Plan Project Descriptions

Exhibit B: Overview map of Arboretum Mitigation Plan projects

Exhibit C: Conceptual drawing of Multi-Use Trail

Exhibit D: Conceptual drawing of North Entry

Exhibit E: Preliminary Cost Estimate

Exhibit F: Letter from WSDOT to Seattle Parks regarding WSDOT Peninsula transfer

Exhibit G: Revised WSDOT Peninsula Figure



Exhibit A: Arboretum Mitigation Plan Project Descriptions

Project/Scope of Work	Regulations Addressed	Implementation Lead	Other Agency Roles	Lead Agency Budget	WSDOT Contribution	Schedule
<p>a. Multi-Use Trail- See Exhibit C for conceptual drawings of the Multi-Use Trail project. This project will implement a trail network through the Arboretum in the vicinity of the Arboretum Creek. The Azalea Way Pond, Arboretum Creek Wetland improvements will be included in the Multi-Use Trail project. Arboretum Creek Wetland Improvements include enhancement of the creek's natural appearance and ecological function. Azalea Way Pond includes restoration of the wetland areas and channel improvements.</p>	Section 4(f) of the Department of Transportation Act (now codified as 23 CFR Part 774: Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites)	Seattle Parks	<p>WSDOT, ABGC & SDOT will review plans, designs & cost estimates.</p> <p>Work in the City right-of-way will require permit(s) from SDOT</p>	<p>\$1,148,454 planning and design</p> <p>\$6,662,201 construction</p>	Contribution shall be made in one lump sum of \$7,560,431: \$898,230 for design (which is \$1,148,454 less the \$250,224 already authorized in GCA 6698), plus \$6,662,201 for construction.	<p>Start date: June 2011</p> <p>Concept: 2011/2012</p> <p>Design: 2013-2014</p> <p>Const.: 2014 – 2016 (pending WSDOT's execution of the WABN construction contract and as allowed by EHB 2814)</p>
<p>b. North Entry Project –North Entry project elements include grading the North Entry parking lot and trails, daylighting of Arboretum Creek, Arboretum Creek enhancements, roundabout at E. Lake Washington Blvd and Foster Island Dr, vehicular bridge, sharrows on Lake Washington Blvd, parking lot construction, observation deck, kayak landing, overlook, meadow mounds, realignment of Lake Washington Blvd, and landscaping..</p>	Section 4(f) of the Department of Transportation Act (now codified as 23 CFR Part 774: Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites)	Seattle Parks	<p>WSDOT, ABGC and other City of Seattle Departments as necessary will review environmental documentation, permitting plans, preliminary and PS&E design.</p> <p>Work in the City right-of-way will require permit(s) from SDOT</p>	<p>\$1,927,771 planning / design</p> <p>\$10,654,177 construction</p> <p>Budgets are in 2012 dollars and will be updated once funding is available.</p>	To be determined, except for amount already authorized in GCA 6698. Total will be reduced by any grant funds received by the PARTIES for the North Entry Project as well as unspent budgets from other Arboretum mitigation Plan projects and reserved budgets as described in the Agreement.	<p>Start date pending funding for West Approach Bridge South (WABS).</p>
<p>c. Foster Island Tribal/Cultural Improvements (not an Arboretum Mitigation Plan project: to be implemented under a separate agreement)</p> <p>Specifics related to these improvements are covered in separate agreement(s) between WSDOT and the Muckleshoot Indian Tribe and Seattle Parks and the Muckleshoot Indian Tribe.</p>	Section 106 of the National Historic Preservation Act (now codified as 36 CFR Part 800: Protection of Historic Properties)	WSDOT		N/A to this agreement.	N/A to this agreement.	

Exhibit A: Arboretum Mitigation Plan Project Descriptions

Project/Scope of Work	Regulations Addressed	Implementation Lead	Other Agency Roles	Lead Agency Budget	WSDOT Contribution	Schedule
<p>d. Art, Aesthetic and Landscape Enhancements at Foster Island Crossing</p> <p>d(1): WSDOT will work with Seattle Parks, UW, SDOT, and ABGC to identify appropriate art and aesthetic treatment of the highway facility within the WSDOT right-of-way.</p> <p>d(2): Undercrossing: WSDOT will work with SDOT, UW, Seattle Parks, ABGC, and tribes to identify appropriate landscape treatments for this area within the WSDOT right-of-way.</p> <p>d(3): The Parties will cooperate to identify appropriate landscape treatments for the transition areas on the north and south sides of the WSDOT right-of-way.</p>	<p>Section 106 of the NHPA. For d(2) only: Section 4(f) of the Department of Transportation Act (now codified as 23 CFR Part 774: Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites), NEPA (23 CFR Part 771: Environmental Impact and Related Procedures)</p>	<p>d(1): WSDOT</p> <p>d(2): TBD</p> <p>d(3): Seattle Parks</p>	<p>Seattle Parks, ABGC, tribes and SDOT will participate in planning & design development.</p>	<p>Item d(1) included in SR 520 project costs.</p> <p>Item d(2): TBD</p> <p>Item d(3): \$250,000.</p>	<p>For d(1): included in SR 520 Project costs</p> <p>For d(2): TBD</p> <p>For d(3): \$250,000</p>	<p>Start date: Spring 2012</p> <p>Concept: 2012</p> <p>Design/Constr.: d(1) and d(2)</p> <p>With construction of West Approach Bridge.</p> <p>Half of d(3) will be implemented with West Approach Bridge North (WABN), the other half pending WABS funding.</p>
<p>e. WSDOT Peninsula Wetland Restoration</p> <p>Restoration and expansion of wetlands along Union Bay and development of forested buffer within the current WSDOT owned peninsula as identified in the December 2011 SR 520, I-5 to Medina Project Final Wetland Mitigation Report and February 2012 Errata.</p>	<p>Section 404 of the Clean Water Act (33 CFR Part 323), Section 401 of the Clean Water Act (40 CFR Parts 230 through 233), Seattle Environmentally Critical Areas Code (SMC 25.09)</p>	<p>WSDOT</p>	<p>Seattle Parks and ABGC will use WSDOT mitigation site boundary as a constraint on North Entry project design. Seattle Parks & ABGC will coordinate their planning & design of North Entry with WSDOT Peninsula. Seattle Parks & ABGC will review plans & designs.</p>	<p>N/A</p>	<p>Included in SR 520 Project costs</p>	<p>Start date: 2011</p> <p>Concept: Completed</p> <p>Design: 2014-2015</p> <p>Constr.: 2016-2018</p>

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Exhibit A: Arboretum Mitigation Plan Project Descriptions

Project/Scope of Work	Regulations Addressed	Implementation Lead	Other Agency Roles	Lead Agency Budget	WSDOT Contribution	Schedule
f. Implementation of Interpretive and Wayfinding Plan f(1): In areas being improved as part of SR 520 Project (within limits of construction), WSDOT will provide signage and wayfinding consistent with the ABGC 2004 Interpretative and Wayfinding Plan. f(2): In Multi-Use Trail and North Entry project areas, Seattle Parks will provide this.	Section 106, Section 4(f) of the Department of Transportation Act (now codified as 23 CFR Part 774: Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites)	f(1): WSDOT f(2): Seattle Parks	Seattle Parks and ABGC will review wayfinding and signage plans developed by WSDOT for consistency with ABGC plans.	f(1): Included in SR 520 project costs within SR 520 limit of construction. f(2): Included in North Entry and Multi-Use Trail project costs for areas within those project limits.	f(1): Included in SR 520 Project costs for areas within WSDOT right of way. f(2): full amount of budget as provided herein for Multi-Use Trail (see row a. above), and to be provided for North Entry (row b. above).	Pending funding for SR 520 Project. Refer to Multi-Use Trail and North Entry schedules.
g. Noise Reduction Measures Project design includes 4-foot barriers with sound absorption, quieter concrete pavement, and raised profile in west approach area.	23 CFR 772, Procedures for Abatement of Highway Traffic Noise and Construction Noise	WSDOT	N/A	N/A	Included in SR 520 Project costs	Portions will be implemented with WABN; remaining portions pending funding for WABS
h. Support for Traffic Calming Implementation WSDOT funding of recommendations by SDOT, including marked crosswalks, radar speed signs, speed cushions, and other measures.	General NEPA requirements	SDOT	Seattle Parks and ABGC have reviewed design of traffic calming measures.	N/A	\$0.2M (already contributed).	SDOT Traffic Calming agreement executed Aug 2011. Design/Constr: Completed.

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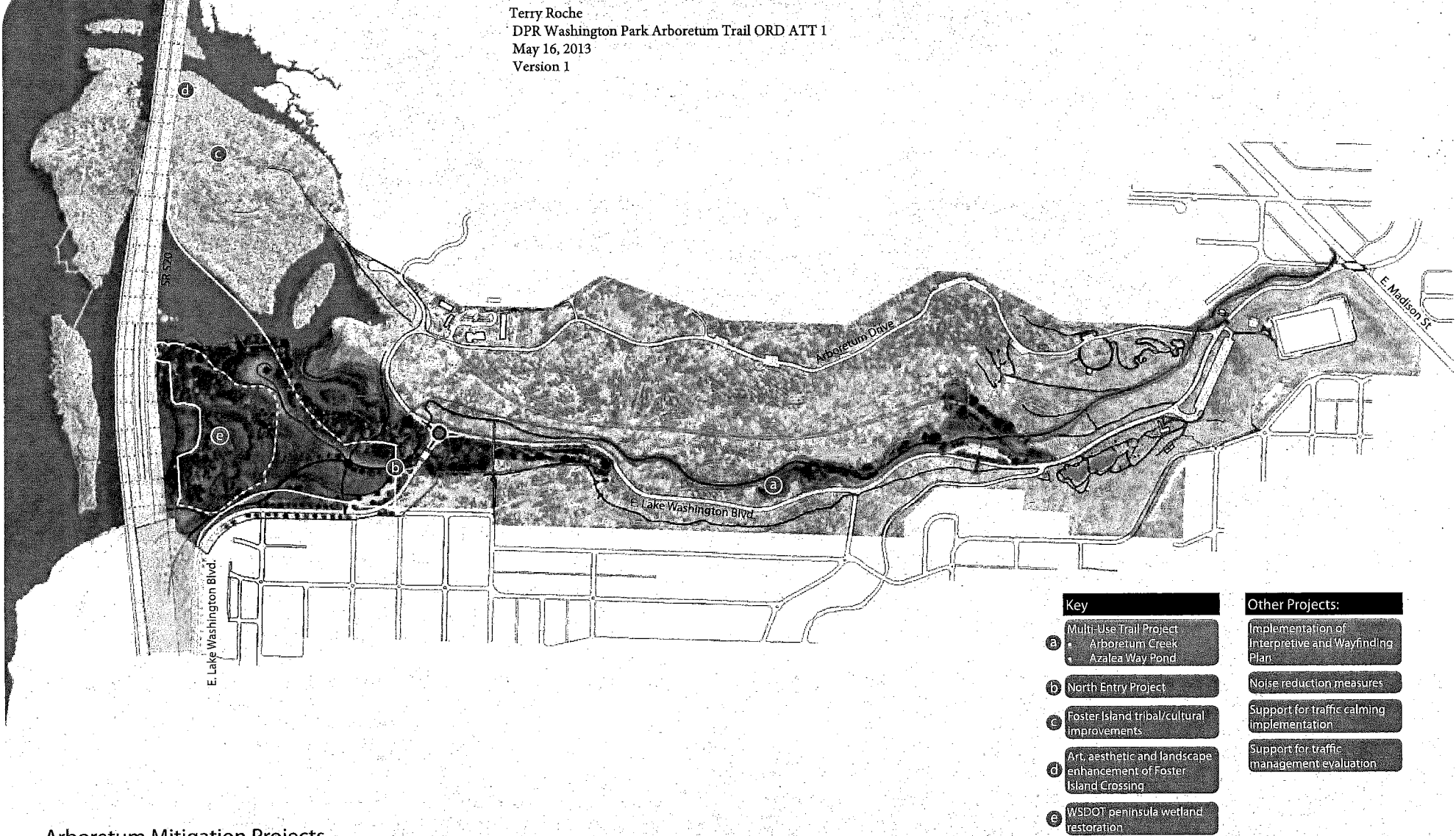
Exhibit A: Arboretum Mitigation Plan Project Descriptions

Project/Scope of Work	Regulations Addressed	Implementation Lead	Other Agency Roles	Lead Agency Budget	WSDOT Contribution	Schedule
i. Support for Traffic Management Evaluation WSDOT and SDOT will coordinate to ensure that the suite of traffic management strategies and tools are considered and evaluated through the Neighborhood Traffic Management Plan (NTMP) process. This includes development of a local traffic management plan, ensuring integration of traffic management strategies between the two agencies, and coordination on intersection signal timing plans that could affect traffic patterns adjacent to the Arboretum.	TBD	SDOT		N/A	N/A	Will be addressed through NTMP in 2013
j. WSDOT Peninsula Property Transaction WSDOT and Seattle Parks will work together to appraise property needs for I-5 to Medina construction and identify opportunities for a future property transaction.	RCW 47.12.150 Section 4(f) of the Department of Transportation Act (now codified as 23 CFR Part 774: Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites)	WSDOT	Seattle Parks will be a party to the real estate transaction.	Determined through separate negotiations		Land transaction will occur when WAB construction is complete, WSDOT no longer needs access to the peninsula, and environmental obligations are met.

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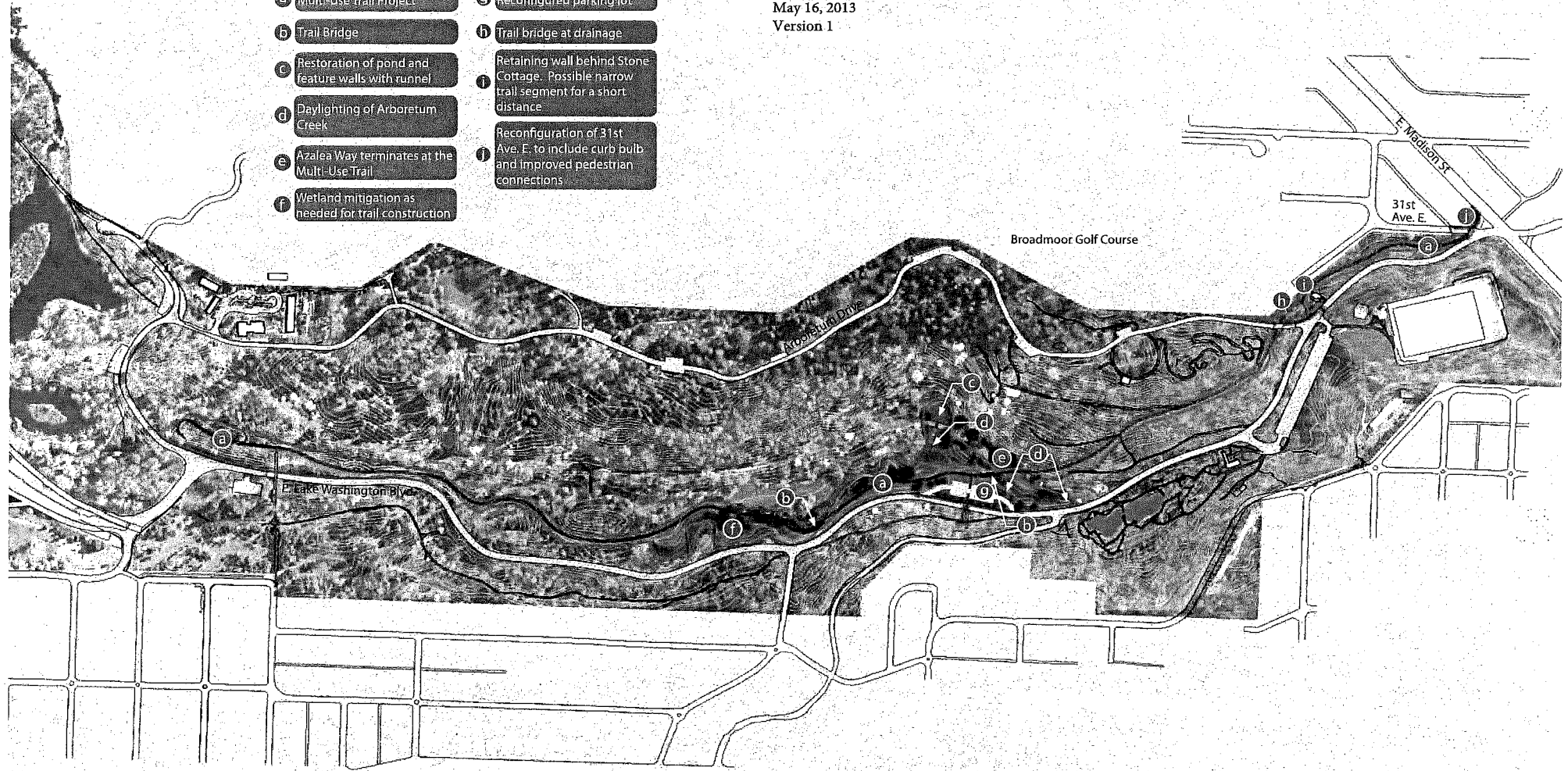
Arboretum Mitigation Projects



Key

- | | |
|---|--|
| a Multi-Use Trail Project | g Reconfigured parking lot |
| b Trail Bridge | h Trail bridge at drainage |
| c Restoration of pond and feature walls with tunnel | i Retaining wall behind Stone Cottage. Possible narrow trail segment for a short distance |
| d Daylighting of Arboretum Creek | j Reconfiguration of 31st Ave. E. to include curb bulb and improved pedestrian connections |
| e Azalea Way terminates at the Multi-Use Trail | |
| f Wetland mitigation as needed for trail construction | |

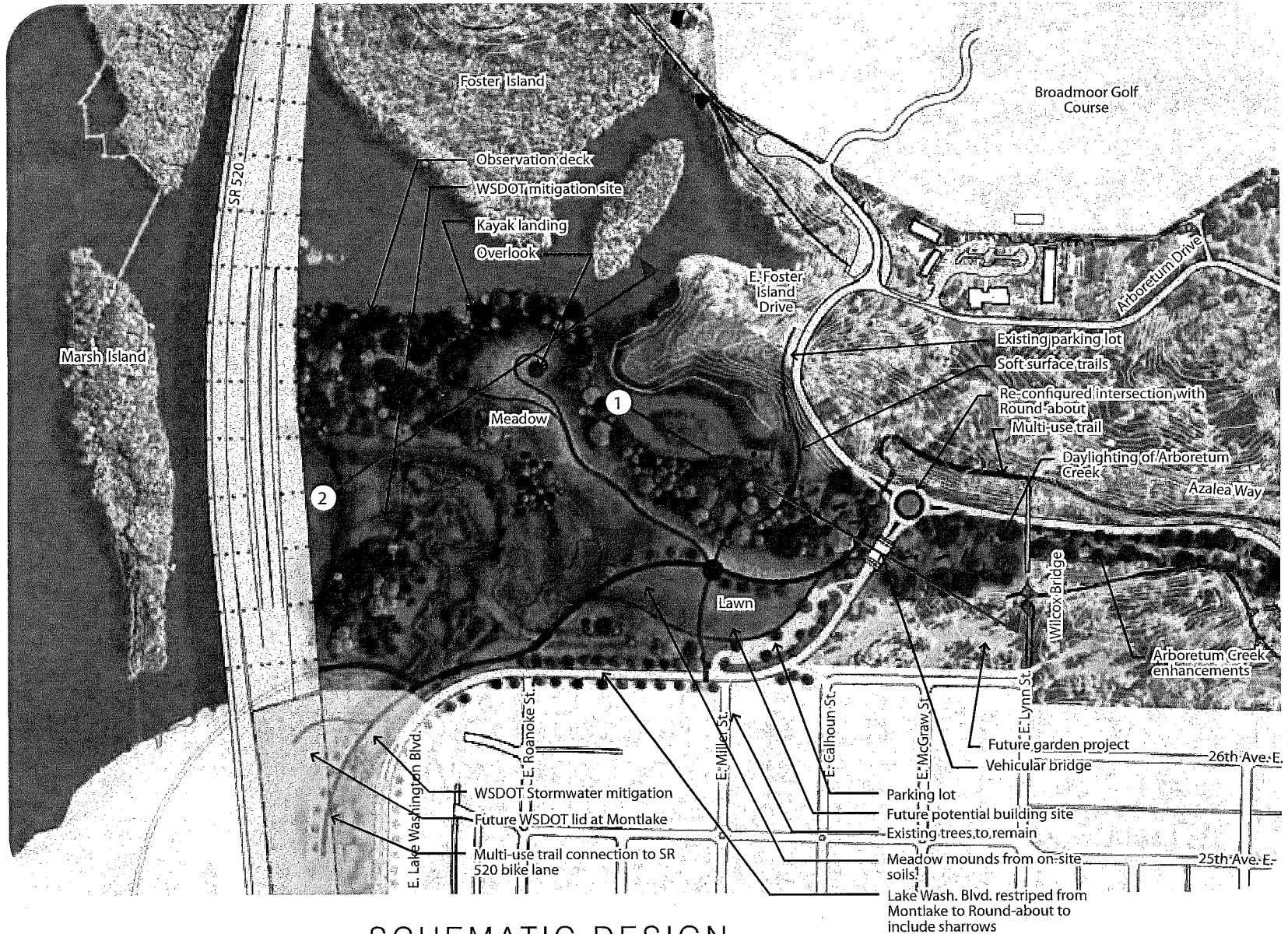
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Multi-Use Trail



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SCHEMATIC DESIGN



GCB-1182 Exhibit E: Preliminary Cost Estimate, page 1 of 1

A: Multi-Use Trail Project Cost	Estimate	% CCA
Planning Costs	37,384.57	
Design Costs	1,111,069.41	
Construction Costs	6,412,201.43	
Other Construction Costs	250,000.00	
Overall Project Cost	\$7,810,655.41	
WSDOT Contribution		TBD

B: North Entry Project Cost	Estimate	% CCA
Planning Costs	61,724.63	
Design Costs	1,866,045.96	
Construction Costs	10,654,177.42	
Overall Project Cost	12,581,948.01	
WSDOT Contribution		TBD





**Washington State
Department of Transportation**

Paula J. Hammond, P.E.
Secretary of Transportation

Engineering and Regional Operations
SR 520 Bridge Replacement and HOV Program
800 Stewart Street, Suite 520
Seattle, WA 98101

Phone: 206-770-3500
Fax: 206-770-3569
TTY: 1-800-833-6388
www.wsdot.wa.gov/Projects/SR520Bridge

LTR - 2173

July 19, 2011

Mr. Donald Harris, Property & Acquisitions Services Manager
Seattle Parks Department
100 Dexter Avenue North
Seattle, WA 98109

Dear Mr. Harris:

This letter memorializes WSDOT's intent to convey property in the area known informally as the "WSDOT peninsula" to the City of Seattle as mitigation for impacts of the SR 520, I-5 to Medina: Bridge Replacement and HOV Project. Although the legal details, structure, and quantity of the property transfer are still being worked out, this serves as a statement of our commitment to identify the transfer mechanism when these issues have been resolved.

The property known as the WSDOT peninsula (shown on the attached map) is approximately 26 acres in size and is contiguous with the northwestern boundary of the Washington Park Arboretum. It consists of several parcels that WSDOT (then the State Highway Department) acquired from the Arboretum in the early 1960s, when SR 520 was being planned and built. The site contains both upland and aquatic area. The property currently contains active freeway ramps connecting SR 520 to Lake Washington Boulevard, as well as unused ramps originally planned for the R.H. Thomson Expressway.

Property ownership in this area is complex. Research conducted by the state Attorney General's Office indicates the WSDOT peninsula parcels are currently owned in fee by WSDOT and are restricted in use to highway purposes. Environmental mitigation required for a highway project is considered a highway use and land conveyed to satisfy such an environmental mitigation obligation would not require monetary compensation. However, the value of the land conveyed must be equivalent in value to the mitigation obligation being satisfied. To the extent the value of the property to be conveyed exceeds the value of the mitigation obligation, WSDOT would need to determine the excess property is no longer needed for a highway purpose and the grantee would be required to pay the fair market value of that property to WSDOT.

As you know, WSDOT's wetland mitigation plan for the I-5 to Medina project currently proposes the use of the peninsula area to provide approximately 11 acres of wetland creation and enhancement. This will satisfy a portion of WSDOT's regulatory obligations for mitigation under state and federal law. As a result, the property used for wetland mitigation may be conveyed to the Seattle Parks Department at no cost, provided a

conservation easement is established for the wetland site and the Seattle Parks Department maintains the wetland in perpetuity.

The remaining portion of the peninsula is not suitable for wetland mitigation. However, because the project would acquire Section 4(f) properties under the jurisdiction of Seattle Parks that have not already been mitigated through the Section 6(f) process, the opportunity exists to use land on the peninsula to mitigate for the 4(f) impact to these properties. Accordingly, WSDOT is developing appraisals of both the Section 4(f) properties and the peninsula property to determine what proportion of the peninsula property could be appropriately used as mitigation, based on a comparison of the properties' relative values.

We anticipate that the appraisals will be completed by fall 2011. At that time, we will meet with you to discuss the property available to be used as mitigation and the appropriate process and timing for the transfer. We also anticipate discussing the commitments made in the Arboretum Mitigation Plan in the context of this additional mitigation being provided. In the meantime, if you have any questions or need more information to complete your review, please call me at (206) 770-3568 or e-mail me at meredjl@wsdot.wa.gov.

Sincerely,


Julie Meredith, Director
SR-520, I-5 to Medina Project

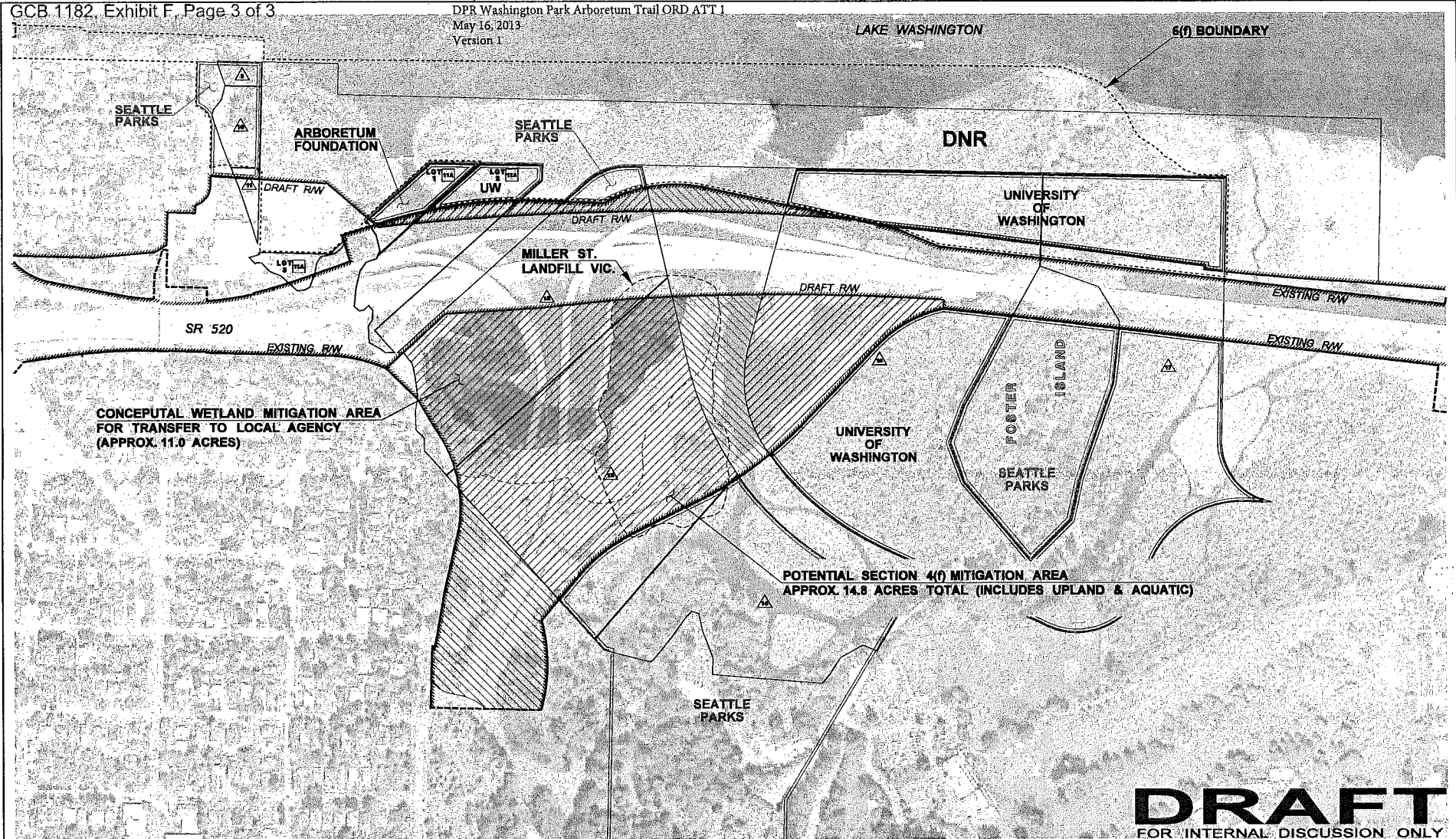
cc: Theresa Doherty, Chair, Arboretum and Botanical Garden Committee
Paige Miller, Executive Director, Arboretum Foundation
Terry Dunning, Seattle Parks Department
David Graves, Seattle Parks Department
Trish Nightingale, Assistant Attorney General

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FOR INTERNAL DISCUSSION ONLY

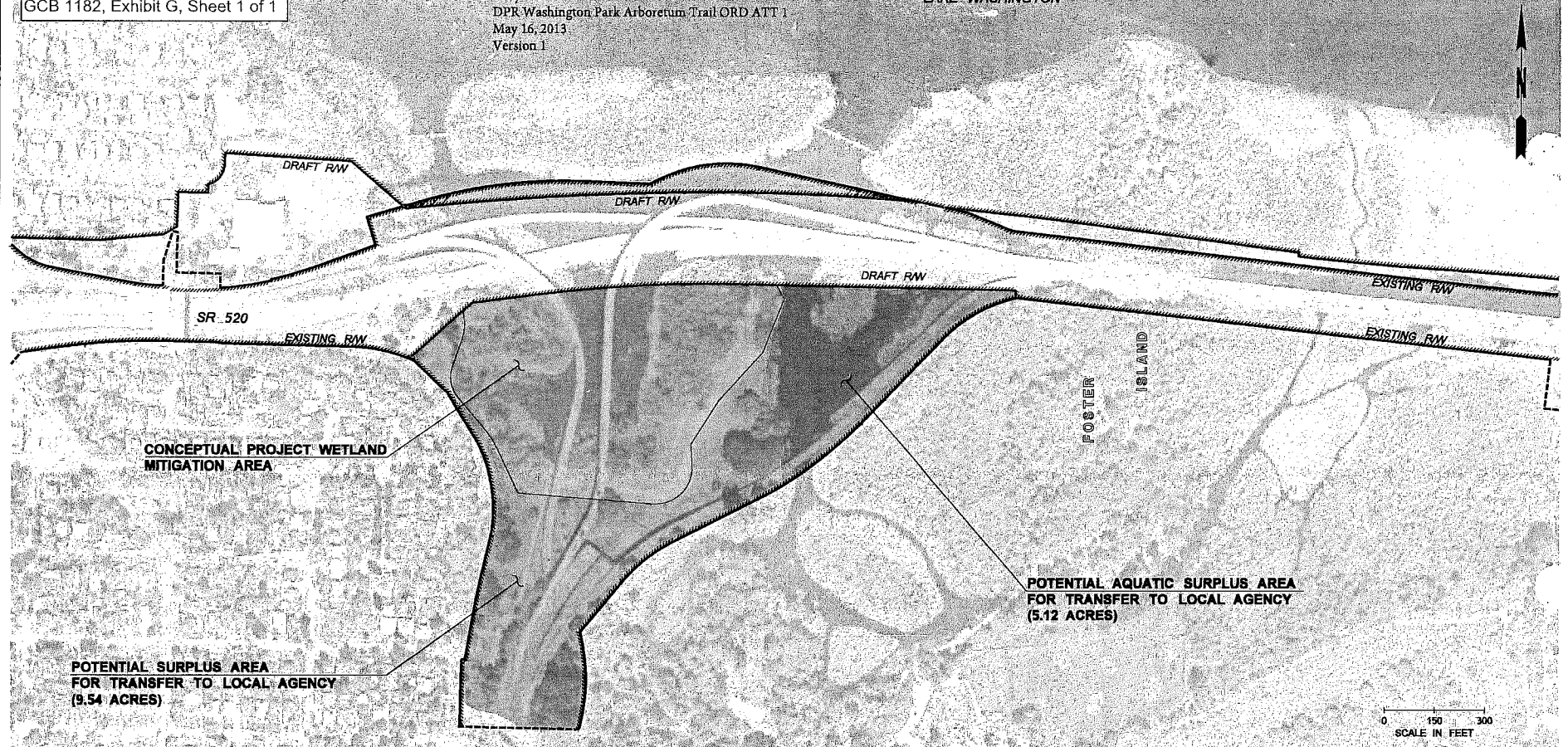
FILE NAME: c:\aawork\pw_workers\2013\gusuleg\dms537691-5_to_Medina_RW_Surplus_Exhibits.dgn		REGION NO. 10		STATE WASH		FED.AID PROJ.NO.		DATE		P.E. STAMP BOX		DATE		P.E. STAMP BOX		DATE		DATE		DATE	
TIME: 2:21:06 PM		DESIGNED BY: gusuleg		ENTERED BY:		CHECKED BY:		PROJ. ENGR.		REGIONAL ADM.		REVISION		DATE		BY		CONTRACT NO.		LOCATION NO.	
DATE: 6/20/2011		PLOT 4		PLAN SHEET NO.		SHEET		OF		SHEETS		SR 520		BRIDGE REPLACEMENT AND HOV PROJECT		I-5 TO MEDINA		WSDOT PENINSULA		ATT 1 to DPR Washington Park Arboretum Trail ORD	



GCB 1182, Exhibit G, Sheet 1 of 1

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LAKE WASHINGTON



POTENTIAL WSDOT SURPLUS R/W	14.66 AC.	N/A	N/A	9.54 AC.	5.12 AC.
		Upland	Aquatic	Upland	Aquatic
TOTAL AREA		Wetland Mitigation Area		4(F) Mitigation Area	

TOTAL AREA IS CALCULATED UNLESS OTHERWISE NOTED.

OWNERSHIPS

ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED.

FILE NAME: PW:\Program\Engineering\CorridorDesign\RightOfWay\The Reports\Wetlands\SRPLUS WSDOT Peninsula 5 to Medina RW Surplus Exhibit.dgn		FED.AID PROJ.NO.				SR 520 BRIDGE REPLACEMENT AND HOV PROJECT I-5 TO MEDINA		PLAN SHEET NO. SHEET OF SHEETS
TIME: 10:08:19 AM	DATE: 10/25/2012	DESIGN NO.: 10	STATE: WASH					
PLOTTED BY: guruleg	DESIGNED BY: A. COOK	CONTRACT NO.:		LOCATION NO.:		WSDOT PENINSULA		
ENTERED BY: A. COOK	CHECKED BY: G. GURULE	DATE:		DATE:				
PROJ. ENGR. D. YANKAUSKAS	REGIONAL ADM.	REVISION	DATE	BY				

ATT 1 to DPR Washington Park Arboretum Trail
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May 16, 2013
Version 1

Washington Park Arboretum Trail Development

BCL/Program Name:	SR520 Mitigation	BCL/Program Code:	K72451
Project Type:	Improved Facility	Start Date:	Q2/2013
Project ID:	K732473	End Date:	2018
Location:	Multiple Sites		
Neighborhood Plan:	Not in a Neighborhood Plan	Neighborhood Plan Matrix:	N/A
Neighborhood District:	East District	Urban Village:	Not in an Urban Village

This project, funded with the first phase of State Route 520 Arboretum mitigation projects funds, develops a one mile multi-use trail for bicycle and pedestrian access that connects East Madison Street to the Montlake and University of Washington neighborhoods. Project elements also include improvements to the Azalea Way Pond, parts of Arboretum Creek, and Foster Island. These mitigation projects will improve bicycle and pedestrian safety, and begin the restoration process of water features and selected shoreline areas within the Arboretum to enhance the health of its ecosystem.

	LTD Actuals	2012 Rev	2013	2014	2015	2016	2017	2018	Total
Revenue Sources									
State Interlocal Revenues	0	0	7,810	0	0	0	0	0	7,810
Total:	0	0	7,810	0	0	0	0	0	7,810
Fund Appropriations/Allocations									
Park Mitigation and Remediation Fund	0	0	7,810	0	0	0	0	0	7,810
Total*:	0	0	7,810	0	0	0	0	0	7,810
O & M Costs (Savings)									
			0	0	67	84	86	87	324
Spending Plan by Fund									
Park Mitigation and Remediation Fund		0	500	2,000	3,310	1,000	500	500	7,810
Total:		0	500	2,000	3,310	1,000	500	500	7,810



FISCAL NOTE FOR CAPITAL PROJECTS ONLY

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Parks and Recreation	Terry Roche/233-2776	Jeff Muhm/684-8049

Legislation Title: AN ORDINANCE relating to the Washington Park Arboretum; approving the execution of a mitigation agreement among the Washington State Department of Transportation, the University of Washington, and the Washington Park Arboretum Foundation for impacts to the Arboretum from the State's SR 520 Project; authorizing the Mayor or his designees to execute, deliver, and perform corresponding agreements; amending Ordinance 124058, which adopted the 2013 Budget, including the 2013-2018 Capital Improvement Program (CIP); creating a new fund; adding a new project; creating a new Capital Improvement Program Budget Control Level and creating a new appropriation for the implementation of the Arboretum Mitigation Plan; and ratifying and confirming prior acts; all by a three-fourths vote of the City Council.

Summary and background of the Legislation:

This legislation approves the mitigation agreement with the Washington State Department of Transportation (WSDOT), the University of Washington, and the Washington Park Arboretum Foundation signed January 14, 2013 addressing impacts to the Arboretum from the State's SR 520 project. To implement the agreement, this legislation creates a new fund, Capital Improvement Program Budget Control Level and project; and accepts and appropriates \$7,810,341 of State funds for mitigation projects, including development of a multi use trail in the Washington Park Arboretum.

The agreement approved by this legislation ensures the implementation of key projects in the Arboretum's 2001 Master Plan as required mitigation for the impacts from the upcoming replacement of the SR 520 Bridge. The multi-use trail is a major component of the Master Plan. It provides an important bicycle and pedestrian corridor connecting East Madison Street to the Montlake and University of Washington neighborhoods. The new trail will eventually link to Arboretum Drive East, forming a 2.0-mile interior bicycle-and-pedestrian loop in the Arboretum.

In addition to the mitigation projects covered by the \$7.8 million appropriated by this legislation, the agreement creates a framework for a final phase of mitigation that will take place in the Arboretum once funding is secured for the construction of West Approach Bridge South. These projects include transfer of the WSDOT Peninsula to the Arboretum, shoreline restoration, the creation of a new North Entry to the Arboretum, a new roundabout at Foster Island Road and Lake Washington Blvd, and day lighting and restoration of sections of Arboretum Creek.

Project Name:	Project I.D.:	Project Location:	Start Date:	End Date:
Washington Park Arboretum Trail Development	K732473	Multiple Sites	Q2 2013	2018



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

X This legislation has financial implications.

Appropriations:

Fund Name and Number	Department	Budget Control Level*	Existing 2013 Appropriation	New 2013 Appropriation (if any)	2014 Anticipated Appropriation
Park Mitigation and Remediation Fund (33130)	Parks & Recreation	SR520 Mitigation (K72451)	\$0	\$7,810,431	
TOTAL			\$0	\$7,810,431	

Appropriations Notes:

A new budget control level (SR 520 Mitigation K72451) is added to the 2013 Adopted Budget to account for projects resulting from SR520 construction impacts. A new CIP project (Washington Park Arboretum Trail Development K732473) is also added to the adopted budget.

This legislation also accepts and appropriates \$7,810,431 in the 2013 Adopted Budget in the Park Mitigation and Remediation Fund (33130) for the Parks and Recreation SR520 Mitigation (K72451) BCL.

Spending Plan and Future Appropriations for Capital Projects:

Spending Plan and Budget	2013	2014	2015	2016	2017	2018	Total
Spending Plan	\$500	\$2,000	\$3,310	\$1,000	\$500	\$500	\$ 7,810
Current Year Appropriation	\$7,810						
Future Appropriations							0

Spending Plan and Budget Notes:

Funding Source:

Funding Source (Fund Name and Number, if applicable)	2013	2014	2015	2016	2017	2018	Total
Park Mitigation and Remediation Fund (33130)	\$7,810	\$0	\$0	\$0	\$0	\$0	\$7,810
TOTAL	\$7,810	\$0	\$0	\$0	\$0	\$0	\$7,810

Funding Source Notes: Under the terms of the agreement, WSDOT has paid Parks \$7.8 million to fund the first phase of mitigation projects in the Arboretum. The funds will be deposited into the Park Mitigation and Remediation Fund (33130), which is created to account for monies received for development, renovation or improvements to Parks properties. The funds are being held temporarily in Fund 64000 – Guaranty Deposit Fund.

Bond Financing Required: N/A

Type	Amount	Assumed Interest Rate	Term	Timing	Expected Annual Debt Service/Payment
TOTAL	N/A	N/A	N/A	N/A	N/A

Bond Notes:

Uses and Sources for Operation and Maintenance Costs for the Project:

O&M	2013	2014	2015	2016	2017	2018	Total
Uses							
Start Up							
On-going			67	84	86	87	324
Sources (itemize)							
Parks & Recreation Fund (10200)			67	84	86	87	324

Operation and Maintenance Notes: Assumes 7 acres with new trees, shrub beds, porous asphalt trails, bridges, plazas, benches, picnic tables, garbage/recycle cans, and Maxicom stations which will require on-going maintenance and replacement due to damage. Also anticipates an increase in routine maintenance due to higher usage. Consultant fees were added for monitoring requirements per Army Corps of Engineers for 10 years. O&M costs are calculated at a 2% inflation rate for each year. The mitigation funds cannot be used for these O & M costs. If there are any funds remaining after the development of the trail, they are to be used for the future mitigation projects.

Periodic Major Maintenance Costs for the Project: Not Calculated (N/C)

Major Maintenance Item	Frequency	Cost	Likely Funding Source
TOTAL	N/C	N/C	N/C

Funding sources for replacement of project:

The agreement does not provide a revenue source for periodic major maintenance.

Total Regular Positions Created, Modified, or Abrogated through this Legislation, Including FTE Impact: None

Position Title and Department*	Position # for Existing Positions	Fund Name & #	PT/FT	2013 Positions	2013 FTE	2014 Positions **	2014 FTE **
TOTAL	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Position Notes: Funding for ongoing maintenance positions (or portions of) may be requested with future legislation or in the annual budget process.

Do positions sunset in the future? N/A

Other Implications:

- a) **Does the legislation have indirect financial implications, or long-term implications?**
This project replaces existing, obsolete infrastructure, including the trail, irrigation and parking.
- b) **What is the financial cost of not implementing the legislation?**
A backlog of major maintenance projects would need to be addressed if this were not implemented.
- c) **Does this legislation affect any departments besides the originating department?**
Madison Street connections will be coordinated with SDOT.
- d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**
N/A
- e) **Is a public hearing required for this legislation?**
The public information process has been completed; it included two well-attended public meetings.
- 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?** Yes, the Washington Park Arboretum,

owned by the City of Seattle.

h) Other Issues: None

List attachments to the fiscal note below:



City of Seattle
Office of the Mayor

May 28, 2013

Honorable Sally J. Clark
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Clark:

I am pleased to transmit the attached proposed Council Bill which approves the mitigation agreement with the Washington State Department of Transportation, the University of Washington, and the Washington Park Arboretum Foundation signed January 14, 2013 addressing impacts to the Arboretum from the State's SR 520 Project; creates a new fund, Capital Improvement Program Budget Control Level and project; and accepts and appropriates funds for development of a multi-use trail in the Washington Park Arboretum.

This agreement results from a collaborative effort between the Washington State Department of Transportation (WSDOT) and the Arboretum and Botanical Garden Committee (ABGC). It implements key projects in the Arboretum's Master Plan as required mitigation for the impacts on Park property of the upcoming replacement of the SR 520 Bridge.

Thank you for your consideration of this legislation. Should you have questions, please contact Michael Shiosaki at 684-0750.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

