#7

Amy Gray/Angela Steel
SDOT, ProLogis Loading Area ORD
February 19, 2014
Version #3a

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL 118059

AN ORDINANCE granting ProLogis, L.P. permission to maintain and operate an existing truck loading access area in Colorado Avenue South, north of Diagonal Avenue South, abutting 4200 East Marginal Way South; for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

WHEREAS, ProLogis, L.P. has applied for permission to maintain and operate an existing truck loading access area in Colorado Avenue South, north of Diagonal Avenue South, abutting 4200 East Marginal Way South; and

WHEREAS, ProLogis, L.P. operates a distribution facility that supports customers transporting freight from the Port of Seattle and the truck loading access area accommodates large trucks and trailers that use the eastern truck court; and

WHEREAS, the Colorado Avenue South was constructed around 1986 as part of the redevelopment of the ProLogis, L.P. property at 4200 East Marginal Way South, and was specifically designed to accommodate the operations of the distribution facility including the ways that trucks maneuver, back-in, and access the loading bays; and

WHEREAS, by Resolution 31480, the City granted conceptual approval for the maintenance and operation of the existing truck loading access area; and

WHEREAS, the adoption of this ordinance is the culmination of the approval process for the existing truck loading access area to legally occupy a portion of the public right-of-way or other public place, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. **Permission.** Subject to the terms and conditions of this ordinance, the City of Seattle ("City") grants permission (also referred to in this ordinance as a permit) to ProLogis, L.P., and its successors and assigns as approved by the Director of the Seattle Department of Transportation ("Director") according to Section 13 of this ordinance (the party named above and each such approved successor and assign is referred to as "Permittee"), to maintain and

SDS CITY CLERK

operate an existing truck loading access area in Colorado Avenue South, north of Diagonal Avenue South, abutting 4200 East Marginal Way South, adjacent in whole or in part to the property legally described as:

That portion of Government Lot 2, Section 18, Township 24 North, Range 4 East, Willamette Meridian, King County, Washington;

TOGETHER WITH a portion of Blocks 354, 355, and 356, Seattle Tidelands, as on file with the Department of Natural Resources, Olympia, Washington, said plat situated in a portion of the Southeast quarter of said Section 18;

TOGETHER WITH portions of vacated South Dakota Street, vacated Diagonal Avenue South, vacated South Oregon Street and vacated Colorado Avenue South, as attached by operation of law, described as follows:

BEGINNING at the intersection of the Northerly right of way margin of said Diagonal Avenue South as condemned by the District Court of the United States of America, Federal Cause No. 524, and as filed under Auditor's File No. 3279267, Records of said County with the Northerly extension of the Easterly right of way margin of Ohio Avenue South, as shown on the Industrial Addition to the City of Seattle, as filed in Volume 22 of Plats, page 82, Records of said County;

THENCE South 56°08'04" West along said Northerly margin 326.17 feet to the Northerly right of way margin of Diagonal Avenue South as established by City of Seattle Ordinance No. 113208;

THENCE north 61°22'19" West along said Northerly margin 27.71 feet to the Easterly right of way margin of East Marginal Way South, being 130 feet in width;

THENCE North 01°07'19" East along said Easterly margin, also being the Westerly line of said Blocks 354 and 355, 1147.25 feet to the intersection of said Easterly margin with the centerline of South Nevada Street extended Easterly;

THENCE North 01°10'15" East along said Easterly margin, also being the Westerly line of said Block 355, 257.75 feet to the Easterly right of way margin of East Marginal Way South as conveyed to the State of Washington by Deed filed under Auditor's File No. 4832912;

THENCE North 05°49'09" East along said Easterly margin 253.21 feet to the South right of way margin of South Dakota Street, also being the North line of Lot 1 said Block 355 and to a point to be known hereinafter as Point 'A';

THENCE South 88°49'45" East along said South margin and said North line, 139.50 feet to the East line of the West 160 feet of said Lot 1 and to the Southwest corner of a triangular parcel of land as condemned by said Federal Court Cause No. 524;

THENCE North 01°10'15" East along the Northerly extension off said East line and the West line of said parcel 76.39 feet to a point parallel with and 15 feet Southwesterly from, measured at right angles to the centerline of the most

SEA CITY CLERK

Westerly yard tracks of the Oregon-Washington Railroad and Navigation Company as existing February, 1943, and to a non-radial intersection with an arc of a curve concave to the Northeast from which its center bears North 58°36'05" East, 563.73 feet distant;

THENCE Southeasterly along the arc of said curve and Southwesterly line through a central angle of 08°23'33", a distance of 82.57 feet to the U.S. Government Meander Line;

THENCE South 14°47'23" East along said Meander Line 7.37 feet;

THENCE South 16°52'14" East along said Meander Line 7.94 feet to the most Northerly corner of parcel of land as granted by Unrecorded Warranty Deed from the Union Pacific Railroad Company to the United States of America, dated February 5, 1943 and to said Southwesterly line;

THENCE South 39°55'03" East along said Southwesterly line 167.93 feet to the beginning of a curve concave to the Southwest having a radius of 397.27 feet;

THENCE Southeasterly along the arc of said curve and Southwesterly line through a central angle of 08°12'24", a distance of 56.90 feet to a point of tangency;

THENCE South 31°42'39" East along said Southwesterly line 237.42 feet to the beginning of a curve concave to the Southwest having a radius of 1036.23 feet;

THENCE Southeasterly along the arc of said curve and Southwesterly line through a central angle of 08°09'42", a distance of 147.61 feet to a point of tangency;

THENCE South 23°32'57" East along said Southwesterly line 12.10 feet to a line parallel with and 25.00 feet East of the Northerly extension of the West right of way margin of said Colorado Avenue South, being 100 feet in width;

THENCE South 01°08'13" West along said parallel line 266.17 feet to said Meander Line;

THENCE South 87°20'46" West along said Meander Line 10.02 feet to the West right of way margin of said Colorado Avenue South as established by said Federal Cause No. 524;

THENCE South 01°08'13" West along said margin 9.92 feet to the Westerly right of way margin of said Colorado Avenue South as established by City of Seattle Ordinance No. 113208, and a non-radial intersection with an arc of a curve concave to the East from which its center bears South 38°23'03 East, 55.00 feet distant;

THENCE Southerly along the arc of said curve and margin through a central angle of 100°57'28", a distance of 96.91 feet to the Westerly right of way margin of said Colorado Avenue South as established by said Federal Cause No. 524;

THENCE South 01°08'13" West along said margin 617.03 feet to a fence as existing May, 2004;

THENCE North 86°01'48" West along said fence 16.89 feet;

THENCE North 89°26'21" West along said fence 88.92 feet;

SEA CITY CLERK

THENCE South 73°07'43" West along said fence 86.43 feet;
THENCE South 42°08'32" West along said fence and its Southwesterly extension 111.86 feet to said Ohio Avenue South Northerly right of way margin extension;
THENCE North 01°07'35" East along said extension 123.04 feet to the POINT OF BEGINNING;
TOGETHER WITH:
COMMENCING at the aforesaid Point 'A';
THENCE North 07°08'29" East along said Easterly right of way margin of East Marginal Way South 100.55 feet to the north right of way margin of said South Dakota Street, also being the South line of said Block 356, and the POINT OF BEGINNING;
THENCE North 03°42'43" East along said Easterly margin 230.16 feet to the North line of Lot 3 of said Block 356;
THENCE South 88°39'08" East along said North line 12.89 feet to a point 54.20 feet Easterly of the Northwest corner of said Lot 3, as measured along said North line;
THENCE South 15°47'18 East, 240.34 feet to said North margin;
THENCE North 88°49'45" West along said margin, also being the South line of said Block 356, 93.20 feet to the POINT OF BEGINNING.

Section 2. **Term.** The permission granted to Permittee is for a term of ten years starting on the effective date of this ordinance and ending at 11:59 p.m. on the last day of the tenth year. Upon written application made by the Permittee at least 180 days before expiration of the term, the Director or the City Council may renew the permit twice, each time for a successive ten-year term, subject to the right of the City to require the discontinuation of the truck loading access area or to revise by ordinance any of the terms and conditions of the permission granted by this ordinance. The total term of the permission, including renewals, shall not exceed 30 years. The Permittee shall submit any application for a new permission no later than 180 days prior to the expiration of the then-existing term.

Section 3. **Protection of utilities.** The permission granted is subject to the Permittee bearing the expense of any protection, support, or relocation of existing utilities deemed necessary by the owners of the utilities, and the Permittee being responsible for any damage to

CITY CLERK

the utilities due to the maintenance and operation of the truck loading access area and for any consequential damages that may result from any damage to utilities or interruption in service caused by any of the foregoing.

Section 4. **Removal for public use or for cause.** The permission granted is subject to use of the street right-of-way or other public place (collectively, public place) by the City and the public for travel, utility purposes, and other public uses or benefits. The City expressly reserves the right to deny renewal, or terminate the permission at any time prior to expiration of the initial term or any renewal term, and require the Permittee to discontinue the use of the truck loading access area, or any part thereof or installation on the public place, at the Permittee's sole cost and expense in the event that:

(a) The City Council determines by ordinance that the space occupied by the truck loading access area is necessary for any public use or benefit or that the truck loading access area interferes with any public use or benefit; or

(b) The Director determines the truck loading access area has been abandoned; or

(c) The Director determines any term or condition of this ordinance has been violated, and the violation has not been corrected by the Permittee by the compliance date after a written request by the City to correct the violation (unless a notice to correct is not required due to an immediate threat to the health or safety of the public).

A City Council determination that the space is needed for, or the truck loading access area interferes with, a public use or benefit is conclusive and final without any right of the Permittee to resort to the courts to adjudicate the matter.

Section 5. **Permittee's obligation to remove and restore.** If the permission granted is terminated by the City, then by the date stated in an ordinance or order requiring discontinuation

SEA CITY CLERK

of the truck loading access area, the Permittee shall, at its own expense, discontinue use of the truck loading access area and all of the Permittee's equipment and property from the public place and replace and restore all portions of the public place that may have been disturbed for any part of the truck loading access area in as good condition for public use as existed prior to constructing the truck loading access area and in at least as good condition in all respects as the abutting portions of the public place as required by SDOT right-of-way restoration standards.

Failure to discontinue use of the truck loading access area as required by this section is a violation of Chapter 15.90 of the Seattle Municipal Code (SMC) or successor provision; however, applicability of Chapter 15.90 does not eliminate any remedies available to the City under this ordinance or any other authority. If the Permittee does not timely fulfill its obligations under this section, the City may in its sole discretion restore the public place at the Permittee's expense, and collect such expense in any manner provided by law.

Upon the Permittee's completion of restoration in accordance with this section, or upon the City's completion of restoration and the Permittee's payment to the City for the City's restoration costs, the Director shall then issue a certification that the Permittee has fulfilled its restoration obligations under this ordinance. Upon prior notice to the Permittee and entry of written findings that it is in the public interest, the Director may, in the Director's sole discretion, conditionally or absolutely excuse the Permittee from compliance with all or any of the Permittee's obligations under this section.

Section 6. **Repair or reconstruction.** The truck loading access area shall remain the exclusive responsibility of the Permittee and the Permittee shall maintain the truck loading access area in good and safe condition for the protection of the public. The Permittee shall not repair or construct anything in the truck loading access area except in strict accordance with

SDCI CITY CLERK

plans and specifications approved by the Director. The Director may, in the Director's judgment, order the truck loading access area repaired at the Permittee's cost and expense because of: the deterioration or unsafe condition of the truck loading access area; the installation, construction, reconstruction, maintenance, operation, or repair of any municipally-owned public utilities; or for any other cause.

Section 7. **Failure to correct unsafe condition.** After written notice to the Permittee and failure of the Permittee to correct an unsafe condition within the time stated in the notice, the Director may order the truck loading access area be closed at the Permittee's expense if the Director deems that the truck loading access area has become unsafe or creates a risk of injury to the public. If there is an immediate threat to the health or safety of the public, a notice to correct is not required.

Section 8. **Continuing obligations.** Notwithstanding termination or expiration of the permission granted, or closure of the truck loading access area, the Permittee shall remain bound by all of its obligations under this ordinance until the Director has issued a certification that the Permittee has fulfilled its restoration obligations under Section 5 of this ordinance. Notwithstanding the issuance of that certification, the Permittee shall continue to be bound by the obligations in Section 9 of this ordinance and shall remain liable for any unpaid fees assessed under Section 15 of this ordinance.

Section 9. **Release, hold harmless, indemnification, and duty to defend.** The Permittee, by accepting the terms of this ordinance, releases the City, its officials, officers, employees, and agents from any and all claims, actions, suits, liability, loss, costs, expense, attorneys' fees, or damages of every kind and description arising out of or by reason of the truck

SDS CITY CLERK

loading access area or this ordinance, including but not limited to claims resulting from injury, damage, or loss to the Permittee or the Permittee's property.

The Permittee agrees to at all times defend, indemnify, and hold harmless the City, its officials, officers, employees, and agents from and against all claims, actions, suits, liability, loss, costs, expense, attorneys' fees, or damages of every kind and description, excepting only damages that may result from the sole negligence of the City, that may accrue to, be asserted by, or be suffered by any person or property including, without limitation, damage, death or injury to members of the public or to the Permittee's officers, agents, employees, contractors, invitees, tenants, tenants' invitees, licensees, or successors and assigns, arising out of or by reason of:

(a) The existence, condition, modification, maintenance, operation, or use of the truck loading access area or any portion thereof, or the use, occupation, or restoration of the public place or any portion thereof by the Permittee or any other person or entity;

(b) Anything that has been done or may at any time be done by the Permittee by reason of this ordinance; or

(c) The Permittee failing or refusing to strictly comply with every provision of this ordinance; or arising out of or by reason of the truck loading access area or this ordinance in any other way.

If any suit, action, or claim of the nature described above is filed, instituted, or begun against the City, the Permittee shall upon notice from the City defend the City, with counsel acceptable to the City, at the sole cost and expense of the Permittee, and if a judgment is rendered against the City in any suit or action, the Permittee shall fully satisfy the judgment within 90 days after the action or suit has been finally determined, if determined adversely to the City. If it is determined by a court of competent jurisdiction that Revised Code of Washington

SEA CITY CLERK

(RCW) 4.24.115 applies to this ordinance, then in the event claims or damages are caused by or result from the concurrent negligence of the City, its agents, contractors, or employees, and the Permittee, its agents, contractors, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Permittee or the Permittee's agents, contractors, or employees.

Section 10. **Insurance.** For as long as the Permittee exercises any permission granted by this ordinance and until the Director has issued a certification that the Permittee has fulfilled its restoration obligations under Section 5 of this ordinance, the Permittee shall obtain and maintain in full force and effect, at its own expense, insurance and/or self-insurance that protects the Permittee and the City from claims and risks of loss from perils that can be insured against under commercial general liability (CGL) insurance policies in conjunction with:

(a) Modification, operation, maintenance, use, or existence, of the truck loading access area or any portion thereof, as well as restoration of any disturbed areas of the public place in connection with restoration of the truck loading access area;

(b) The Permittee's activity upon or the use or occupation of the public place described in Section 1 of this ordinance; and

(c) Claims and risks in connection with activities performed by the Permittee by virtue of the permission granted by this ordinance.

Minimum insurance requirements are CGL insurance written on an occurrence form at least as broad as the Insurance Services Office (ISO) CG 00 01. The City requires insurance coverage to be placed with an insurer admitted and licensed to conduct business in Washington State or with a surplus lines carrier pursuant to RCW Chapter 48.15. If coverage is placed with any other

CITY CLERK

insurer or is partially or wholly self-insured, such insurer(s) or self-insurance is subject to approval by the City's Risk Manager.

Minimum limits of liability shall be $2,000,000 per Occurrence; $4,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate, including Premises Operations; Personal/Advertising Injury; Contractual Liability. Coverage shall include the "City of Seattle, its officers, officials, employees and agents" as additional insureds for primary and non-contributory limits of liability subject to a Separation of Insureds clause.

Within 60 days after the effective date of this ordinance, the Permittee shall provide to the City, or cause to be provided, certification of insurance coverage including an actual copy of the blanket or designated additional insured policy provision per the ISO CG 20 12 endorsement or equivalent. The insurance coverage certification shall be delivered or sent to the Director or to the Department of Transportation (SDOT) at an address as the Director may specify in writing from time to time. The Permittee shall provide a certified complete copy of the insurance policy to the City promptly upon request.

If the Permittee is self-insured, a letter of certification from the Corporate Risk Manager may be submitted in lieu of the insurance coverage certification required by this ordinance, if approved in writing by the City's Risk Manager. The letter of certification must provide all information required by the City's Risk Manager and document, to the satisfaction of the City's Risk Manager, that self-insurance equivalent to the insurance requirements of this ordinance is in force. After a self-insurance certification is approved, the City may from time to time subsequently require updated or additional information. The approved self-insured Permittee must provide 30 days' prior notice of any cancellation or material adverse financial condition of

SDS CITY CLERK

its self-insurance program. The City may at any time revoke approval of self-insurance and require the Permittee to obtain and maintain insurance as specified in this ordinance.

In the event that the Permittee assigns or transfers the permission granted by this ordinance, the Permittee shall maintain in effect the insurance required under this section until the Director has approved the assignment or transfer pursuant to Section 13 of this ordinance.

Section 11. **Contractor insurance.** The Permittee shall contractually require that any and all of its contractors performing work on any premises contemplated by this permit name the "City of Seattle, its officers, officials, employees and agents" as additional insureds for primary and non-contributory limits of liability on all CGL, Automobile and Pollution liability insurance and/or self-insurance. The Permittee shall also include in all contract documents with its contractors a third-party beneficiary provision extending to the City construction indemnities and warranties granted to the Permittee.

Section 12. **Adjustment of insurance requirements.** The Director may adjust minimum liability insurance levels requirements during the term of this permission. If the Director determines that an adjustment is necessary to fully protect the interests of the City, the Director shall notify the Permittee of the new requirements in writing. The Permittee shall, within 60 days of the date of the notice, provide proof of the adjusted insurance levels to the Director.

Section 13. **Consent for and conditions of assignment or transfer.** The permission granted by this ordinance shall not be assignable or transferable by operation of law; nor shall the Permittee transfer, assign, mortgage, pledge or encumber the same without the Director's consent, which the Director shall not unreasonably refuse. The Director may approve assignment or transfer of the permission granted by this ordinance to a successor entity only if the successor or assignee has accepted in writing all of the terms and conditions of the permission granted by

SEA CITY CLERK

this ordinance; has provided, at the time of the acceptance, the certification of insurance coverage required under this ordinance; and has paid any fees due under Section 15 of this ordinance. Upon the Director's approval of an assignment or transfer, the rights and obligations conferred on the Permittee by this ordinance shall be conferred on the successors and assigns. Any person or entity seeking approval for an assignment or transfer of the permission granted by this ordinance shall provide the Director with a description of the current and anticipated use of the truck loading access area.

Section 14. **Inspection fees.** The Permittee shall, as provided by SMC Chapter 15.76 or successor provision, pay the City the amounts charged by the City to inspect the truck loading access area during times deemed necessary by the City. An inspection or approval of the truck loading access area by the City shall not be construed as a representation, warranty, or assurance to the Permittee or any other person as to the safety, soundness, or condition of the truck loading access area. Any failure by the City to require correction of any defect or condition shall not in any way limit the responsibility or liability of the Permittee.

Section 15. **Annual fee.** Beginning on the effective date of this ordinance, and annually thereafter, the Permittee shall promptly pay to the City, upon statements or invoices issued by the Director, an annual fee of $36,364.61, or as adjusted annually thereafter, for the privileges granted by this ordinance.

Adjustments to the annual fee shall be made in accordance with a term permit fee schedule adopted by the City Council and may be made every year. In the absence of a schedule, the Director may only increase or decrease the previous year's fee to reflect any inflationary changes so as to charge the fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee by the percentage change between the two most recent year-end

SDS CITY CLERK

values available for the Consumer Price Index for the Seattle-Tacoma-Bremerton Area, All Urban Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the City Finance Director for credit to the Transportation Operating Fund.

Section 16. **Compliance with other laws.** Permittee shall maintain and operate the truck loading access area in compliance with all applicable federal, state, County and City laws and regulations. Without limitation, in all matters pertaining to the truck loading access area, the Permittee shall comply with the City's laws prohibiting discrimination in employment and contracting including Seattle's Fair Employment Practices Ordinance, Chapter 14.04, and Fair Contracting Practices code, Chapter 14.10 (or successor provisions).

Section 17. **Acceptance of terms and conditions.** The Permittee shall deliver to the Director its written signed acceptance of the terms of this ordinance within 60 days after the effective date of this ordinance. The Director shall file the written acceptance with the City Clerk. If no such acceptance is received within that 60-day period, the privileges conferred by this ordinance shall be deemed declined or abandoned and the permission granted deemed lapsed and forfeited and the Permittee shall, at its own expense, restore the truck loading access area and all of the Permittee's equipment and property and restore all portions of the public place as provided in Section 5 of this ordinance.

Section 18. **Obligations run with the Property.**

The obligations and conditions imposed on the Permittee by and through this ordinance are covenants that run with the land and bind subsequent owners of the property adjacent to the truck loading access are and legally described in Section 1 of this ordinance (the "Property"), regardless of whether the Director has approved assignment or transfer of the permission granted by this Permission to such subsequent owners. At the request of the Director, Permittee shall

SDS CITY CLERK

provide to the Director a current title report showing the identity of all owners of the Property and all encumbrances on the Property. The Permittee shall, within 60 days of the effective date of this ordinance, and prior to conveying any interest in the Property, deliver to the Director upon a form to be supplied by the Director, a covenant agreement imposing the obligations and conditions set forth in this ordinance, signed and acknowledged by the Permittee and any other owners of the Property and recorded with the King County Recorder's Office. The Director shall file the recorded covenant agreement with the City Clerk. The covenant agreement shall reference this ordinance by its ordinance number. At the request of the Director, Permittee shall cause encumbrances on the Property to be subordinated to the covenant agreement.

Section 19. **Section titles.** Section titles are for convenient reference only and do not modify or limit the text of a section.

CITY CLERK

Section 20. 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 _____, 2014, and signed by me in open session in authentication of its passage this _____ day of _____, 2014.

_____

President _____of the City Council

Approved by me this ____ day of _____, 2014.

_____

Edward B. Murray, Mayor

Filed by me this ____ day of _____, 2014.

_____

Monica Martinez Simmons, City Clerk

(Seal)

2014 CITY CLERK

Amy Gray
SDOT ProLogis Loading Area FISC
February 19, 2014
Version #2a

Form revised: December 12, 2012

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle Department of Transportation	Angela Steel/684-5967	Christie Parker/684-5211

Legislation Title: AN ORDINANCE granting ProLogis, L.P. permission to maintain and operate an existing truck loading access area in Colorado Avenue South, north of Diagonal Avenue South, abutting 4200 East Marginal Way South; for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

Summary of the Legislation:
This legislation grants ProLogis, L.P. permission to maintain and operate an existing truck loading access area in Colorado Avenue South, north of Diagonal Avenue, abutting 4200 East Marginal Way South. The purpose of the truck loading access area is to maintain access for trucks and trailers to the ProLogis, L.P. eastern truck court. An area map is attached for reference.

This permit is for a ten-year term, renewable for two successive ten-year terms. The legislation has an insurance provision as recommended by the City's Risk Manager, specifies the conditions under which authorization is granted, and provides for acceptance of the permit and conditions.

The ordinance requires ProLogis, L.P. to pay the City an annual fee of $36,364.61 commencing on the effective date of this ordinance, and annually thereafter. Adjustments to the annual fee may be made every year and if so made shall be calculated in accordance with a term permit fee schedule adopted by the City Council by Ordinance 123485. An Street Use Annual Fee Assessment is attached for reference.

Background:
ProLogis, L.P. operates a distribution facility at 4200 East Marginal Way that supports customers transporting freight from the Port of Seattle.

In 1986, this portion of Colorado Avenue South was reconstructed as a requirement of the redevelopment of the property that ProLogis, L.P. currently owns and operates. This portion of Colorado Avenue South was specifically designed to accommodate the operations of this facility, including the way that trucks maneuver, back-in, and access the loading bays on east side of the building. Colorado Avenue South currently operates the way in which it should to accommodate the facility.

SDS CITY CLERK

By Resolution 31480, the City granted conceptual approval for the existing truck loading access area.

Please check one of the following:

____ **This legislation does not have any financial implications.**

__X__ **This legislation has financial implications.**

Appropriations:
N/A

Anticipated Revenue/Reimbursement Resulting from this Legislation:

Fund Name and Number	Department	Revenue Source	2014 Revenue
Transportation Operating Fund 10310	Seattle Department of Transportation	Annual Fee	$36,364.61
TOTAL			**$36,364.61**

Revenue/Reimbursement Notes:
None

Total Regular Positions Created, Modified, or Abrogated through this Legislation, Including FTE Impact:
N/A

Do positions sunset in the future?
No

Spending/Cash Flow:
N/A

Other Implications:

a) **Does the legislation have indirect financial implications, or long-term implications?**
No.

b) **What is the financial cost of not implementing the legislation?**
If the legislation is not enacted by the City Council, the City of Seattle will not receive the annual fee of $36,364.61. As previously stated, the City of Seattle has the option to adjust the fee amount on an annual basis.

SDS CITY CLERK

c) **Does this legislation affect any departments besides the originating department?**
No.

d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**
ProLogis, L.P. could continue to operate their existing truck loading access area without a term permit ordinance. ProLogis, L.P may be subject to the risk of having to remove this use from the public place upon shorter notice than the term permit ordinance would require.

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?**
Yes, the abutting ProLogis, L.P. property at 4200 East Marginal Way South.

h) **Other Issues:**
N/A

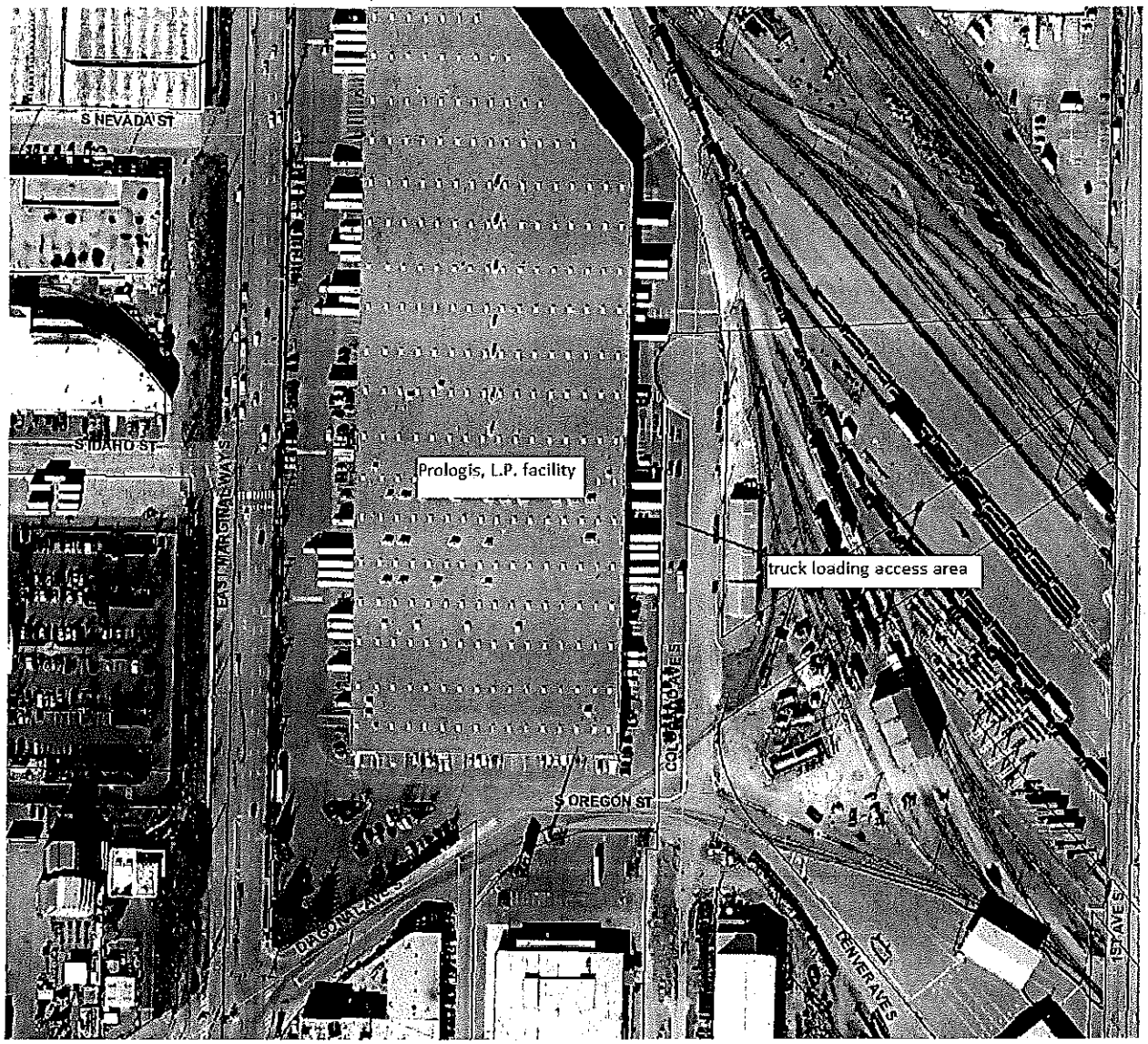
List attachments to the fiscal note below:

Attachment A – ProLogis, L.P. Truck Loading Access Area Map
Attachment B – Street Use Annual Fee Assessment
Attachment C – Depiction of the Truck Loading Access Area

2014 CITY CLERK

Amy Gray
SDOT ProLogis Loading Area ATT A
February 11, 2014
Version #2

Attachment A – ProLogis, L.P. Truck Loading Access Area Map



Map is for informational purposes only and is not intended to modify or supplement the legal description(s) in the Ordinance.

CWS CITY CLERK

Attachment B – Street Use Annual Fee Assessment

STREET USE ANNUAL FEE ASSESSMENT

Date: 2/11/14

Summary:
Land Value: $31.00/SF
2014 Permit Fee:
$36,364.61

I. Property Description:

ProLogis, L.P. has proposed to maintain and operate an existing truck loading access area in Colorado Avenue South, north of Diagonal Avenue South. The truck loading access area is **18,329 square feet.**

Applicant:
ProLogis, L.P.

Abutting Parcel, Property Size, Assessed Value:

Parcel 7666207536, Square Feet 783,522

Tax year 2014 Appraised Land Value $24,289,100

Average 2014 tax assessed land value: $31.00/SF

II. Annual Fee Assessment:

The 2014 permit fee is calculated as follows:

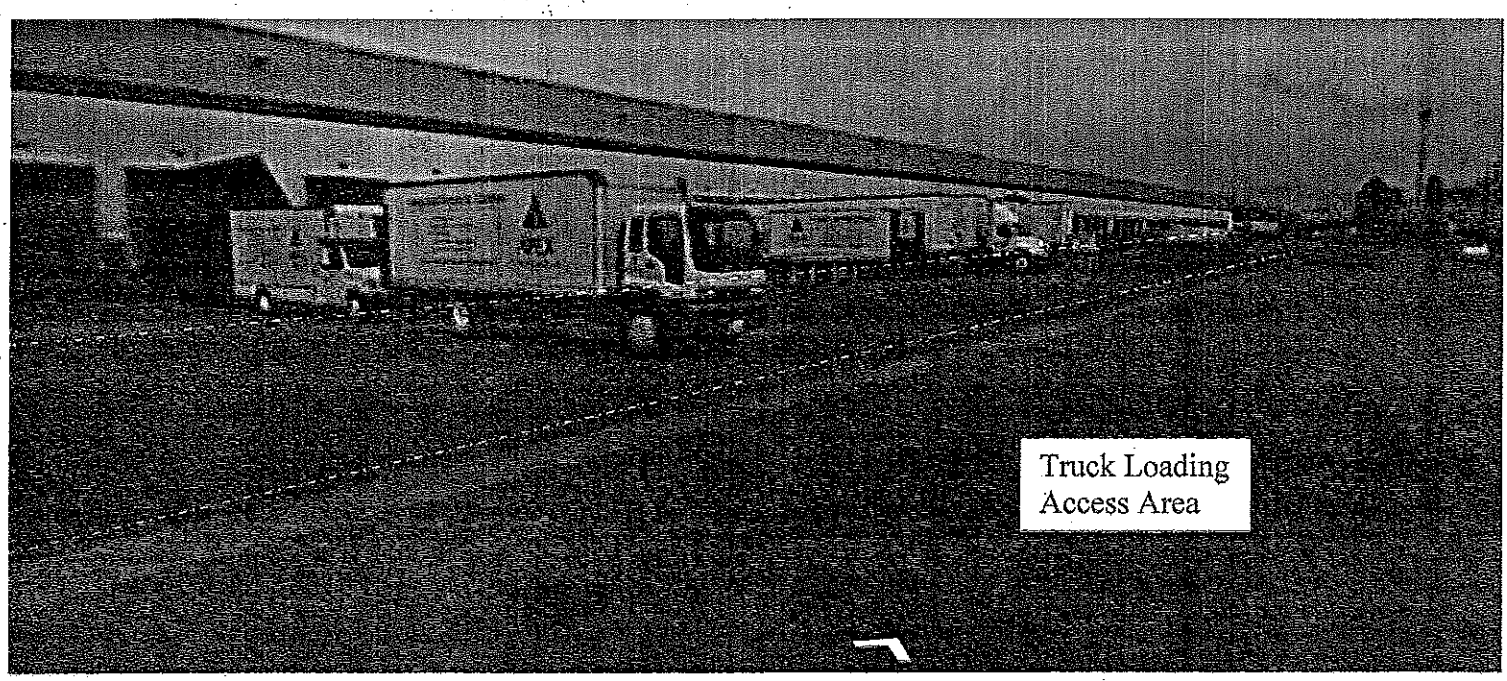
($31/SF) X (18,329 SF) X (80%) X (8%) = $36,364.61 where 80% is the degree of alienation for at-grade structures/restricted access and 8% is the annual rate of return.

Fee methodology authorized under Ordinance 123485.

SEA CITY CLERK

Amy Gray
SDOT ProLogis Loading Area ATT C
February 11, 2014
Version #2

Attachment C – Depiction of the Truck Loading Access Area



Looking north along Colorado Avenue South

SDS CITY CLERK

City of Seattle
Edward B. Murray
Mayor

March 18, 2014

Honorable Tim Burgess
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Burgess:

I am pleased to transmit the attached proposed Council Bill that will grant ProLogis, L.P. permission to maintain and operate an existing truck loading access area in Colorado Avenue South, north of Diagonal Avenue South, abutting 4200 East Marginal Way South.

ProLogis, L.P. operates a distribution facility that supports customers transporting freight from the Port of Seattle. The purpose of the ProLogis, L.P. truck loading access area is to accommodate large trucks and trailers that use the ProLogis, L.P. eastern truck court. In 1986, this portion of Colorado Avenue South was reconstructed as part of the redevelopment of the site to accommodate the operations of the facility, specifically the way that trucks maneuver, back-in, and access the east side of the building. Colorado Avenue South currently operates the way in which it should to accommodate the facility.

Thank you for your consideration of this Council Bill. Should you have any questions, please contact Angela Steel at 684-5967.

Sincerely,

Edward B. Murray
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Office of the Mayor
Seattle City Hall, 7th Floor
600 Fourth Avenue
PO Box 94749
Seattle, Washington 98124-4749

Tel (206) 684-4000
Fax: (206) 684-5360
Hearing Impaired use the Washington Relay Service (7-1-1)
www.seattle.gov/mayor

CITY CLERK