



SEATTLE CITY COUNCIL

Legislative Summary

CB 118730

Record No.: CB 118730

Type: Ordinance (Ord)

Status: Passed

Version: 2

Ord. no: Ord 125089

In Control: City Clerk

File Created: 05/25/2016

Final Action: 07/29/2016

Title: AN ORDINANCE relating to the Central Waterfront Project, authorizing the execution of a Memorandum of Agreement concerning funding for the Parks Central Waterfront Piers Rehabilitation project (K732493) between The City of Seattle and the Friends of Waterfront Seattle; authorizing the Director of the Seattle Department of Transportation to accept non-City funds on behalf of the City; amending Ordinance 124927, which adopted the 2016 Budget, including the 2016-2021 Capital Improvement Program (CIP); changing appropriations to the Seattle Department of Transportation and the Seattle Department of Parks and Recreation; revising allocations for certain projects in the 2016-2021 CIP; and ratifying and confirming certain prior acts.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Juarez

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att 1 - Memorandum of Agreement, Att 2 - Alaskan Way Main Corridor CIP, Att 3 - Parks Central Waterfront Piers Rehabilitation CIP

Drafter: adam.schaefer@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

☐ Yes

☐ No

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	06/14/2016	Mayor's leg transmitted to Council	City Clerk			
	Action Text: The Council Bill (CB) was Mayor's leg transmitted to Council. to the City Clerk						
	Notes:						
1	City Clerk	06/14/2016	sent for review	Council President's Office			
	Action Text: The Council Bill (CB) was sent for review. to the Council President's Office						
	Notes:						

- 1 Council President's Office 06/20/2016 sent for review Parks, Seattle Center, Libraries, and Waterfront Committee
- Action Text: The Council Bill (CB) was sent for review. to the Parks, Seattle Center, Libraries, and Waterfront Committee
- Notes:
- 2 Full Council 07/18/2016 referred Parks, Seattle Center, Libraries, and Waterfront Committee
- 2 Parks, Seattle Center, Libraries, and Waterfront Committee 07/21/2016 pass Pass
- Action Text: The Committee recommends that Full Council pass the Council Bill (CB).
In Favor: 3 Chair Juarez, Vice Chair Bagshaw, Member Harrell
Opposed: 0
- 2 Full Council 07/25/2016 passed Pass
- Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:
In Favor: 8 Councilmember Burgess, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien, Councilmember Sawant
Opposed: 0
- 2 City Clerk 07/26/2016 submitted for Mayor's signature Mayor
- Action Text: The Council Bill (CB) was submitted for Mayor's signature. to the Mayor
- Notes:
- 2 Mayor 07/29/2016 Signed
- Action Text: The Council Bill (CB) was Signed.
- Notes:
- 2 Mayor 07/29/2016 returned City Clerk
- Action Text: The Council Bill (CB) was returned. to the City Clerk
- Notes:
- 2 City Clerk 07/29/2016 attested by City Clerk
- Action Text: The Ordinance (Ord) was attested by City Clerk.
- Notes:
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CITY OF SEATTLE

ORDINANCE 125089

COUNCIL BILL 118730

AN ORDINANCE relating to the Central Waterfront Project, authorizing the execution of a Memorandum of Agreement concerning funding for the Parks Central Waterfront Piers Rehabilitation project (K732493) between The City of Seattle and the Friends of Waterfront Seattle; authorizing the Director of the Seattle Department of Transportation to accept non-City funds on behalf of the City; amending Ordinance 124927, which adopted the 2016 Budget, including the 2016-2021 Capital Improvement Program (CIP); changing appropriations to the Seattle Department of Transportation and the Seattle Department of Parks and Recreation; revising allocations for certain projects in the 2016-2021 CIP; and ratifying and confirming certain prior acts.

WHEREAS, on August 13, 2012, the City Council unanimously adopted Resolution 31399 ("the Resolution"), expressing support for the Central Waterfront Strategic Plan ("the Strategic Plan"), which included a funding plan for long-term development of the Waterfront and the Concept Design and Framework Plan which established a program of public parks and transportation improvements as well as a long-term vision for the post-Viaduct waterfront; and

WHEREAS, the Resolution directed staff to "identify 'early win' projects, i.e., projects that can be implemented prior to Alaskan Way Viaduct demolition" to produce visible progress on the Waterfront Improvement Program; and

WHEREAS, the Resolution also supported the formation of the not-for-profit Friends of the Waterfront Seattle to help implement the Strategic Plan, recognizing that other cities have partnered with non-profit organizations to provide consistent, strong leadership to realize visionary plans for complex, urban public spaces; and

WHEREAS, the 2016-2021 Adopted Capital Improvement Program includes the Parks and Recreation Central Waterfront Piers Rehabilitation project (K732493) and the Alaskan

Way Main Corridor project (TC367330), two key capital projects of the Central Waterfront program, and the Elliott Bay Seawall project (TC367320); and

WHEREAS, the Office of the Waterfront, Seattle Department of Transportation (SDOT), and Department of Parks and Recreation (DPR) have identified an opportunity to combine the final phase of construction of the Elliott Bay Seawall with construction of the Pier 62/63 Phase 1 Rebuild, which is part of the Central Waterfront Piers Rehabilitation project, allowing for more cost-effective contracting and construction management; and

WHEREAS, the Pier 62/63 Phase 1 Rebuild will address an important deferred major maintenance need, allowing a critical park facility to return to public use for a diverse range of public programming after over 12 years of absence; and

WHEREAS, the non-profit Friends of Waterfront Seattle have committed to raise \$8,000,000 in philanthropic funding to support implementation of the Pier 62/63 Phase 1 Rebuild as an “early win” project that can also demonstrate its capacity to coordinate on the fundraising for and the construction and operation of a key element of the Waterfront program; and

WHEREAS, the Seattle Park District Oversight Committee has expressed support for amending the Seattle Park District financial plan to reprogram funding from the Park District operating program to its capital program for this important major maintenance project; and

WHEREAS, the Seattle Park District has amended the Seattle Park District financial plan to allocate \$4.35 million for this project and \$625,000 for operations and maintenance of this project in 2019-2020; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of the Department of Transportation or his designee is hereby authorized to accept non-City funding, and the Superintendent of the Department of Parks and Recreation and the Director of the Office of the Waterfront are hereby authorized to execute, for and on behalf of the City, a memorandum of agreement with the non-profit Friends of Waterfront Seattle substantially in the form attached hereto as Attachment 1, and entitled "MEMORANDUM OF AGREEMENT Between The City of Seattle and Friends of Waterfront Seattle Regarding Funding for Pier 62/63 Phase 1 Rebuild" for the purpose of completing the Pier 62/63 Phase 1 Rebuild as part of the Parks Central Waterfront Piers Rehabilitation project (K732493).

Section 2. The funds, when received from the Friends of Waterfront Seattle, shall be deposited in the Central Waterfront Improvement Fund (35900) to support, or as reimbursement for, the corresponding appropriations set forth in Section 3 of this ordinance.

Section 3. Appropriations in the 2016 Budget and project allocations in the 2016-2021 Adopted Capital Improvement Program for the following items are revised as follows:

Item	Fund	Budget Control Level	Budget Appropriation Change	Project Name	2016 CIP Allocation (in \$000's)
3.1	Cumulative Reserve Subfund - Real Estate Excise Tax II Subaccount (00161)	Docks/Piers /Floats/ Seawalls/ Shorelines (00161-K72447)	\$1,500,000	Parks Central Waterfront Piers Rehabilitation (K732493)	((0)) <u>\$1,500</u>
		Major Projects (00161-19002)	-\$1,500,000	Alaskan Way Main Corridor (TC367330)	((1,840)) <u>\$340</u>

3.2	Cumulative Reserve Subfund - Unrestricted Subaccount (00164)	Docks/Piers /Floats/ Seawalls/ Shorelines (00164-K72447)	\$1,000,000	Parks Central Waterfront Piers Rehabilitation (K732493)	((0)) <u>\$1,000</u>
		Major Projects (00164-19002)	-\$1,000,000	Alaskan Way Main Corridor (TC367330)	((2,300)) <u>\$1,300</u>
3.3	Alaskan Way Seawall Construction Fund (35800)	Docks/Piers /Floats/ Seawalls/ Shorelines (35800-K72447)	\$400,000	Parks Central Waterfront Piers Rehabilitation (K732493)	((0)) <u>\$400</u>
		Major Projects (35800-19002)	-\$300,000	Alaskan Way Main Corridor (TC367330)	((\$1,081)) <u>\$781</u> [net of carry-forward]
	Central Waterfront Improvement Fund (35900)	Docks/Piers /Floats/ Seawalls/ Shorelines (35900-K72447)	-\$100,000	Parks Central Waterfront Piers Rehabilitation (K732493)	((2,247)) <u>\$2,147</u>

These modifications shall operate for the purposes of decreasing or increasing the basis for the limit imposed by subsection 4(c) of Ordinance 124927.

Section 4. Appropriation for the following item in the 2016 budget is increased from the fund shown as follows:

Item	Fund	Department	Budget Control Level	Amount
4.1	Transportation Operating Fund (10310)	Seattle Department of Transportation	Engineering Services (10310-17002)	((\$3,968,864)) \$4,621,864

Section 5. The dollar amount shown or established in the 2016 spending plan column for the following project in the 2016-2021 Adopted Capital Improvement Program is modified as follows:

Item	Department	CIP Project Name	CIP Project ID Code	2016 Amount (in \$000's)
5.1	Seattle Dept. of Transportation	Alaskan Way Main Corridor	TC367330	(((\$50,552)) <u>\$47,752</u>

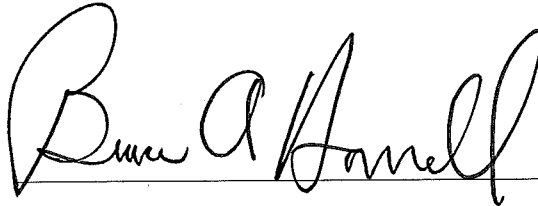
Section 6. The modifications to the 2016-2021 Adopted Capital Improvement Program for the above items are as reflected in Attachments 2 and 3 to this ordinance.

Section 7. Reporting. The Office of the Waterfront and the Parks and Recreation Department will provide regular updates on construction progress for the Pier 62/63 Phase 1 Rebuild to the Parks, Seattle Center, Libraries and Waterfront Committee. The Office of the Waterfront shall include information on the current construction status, cost and budget risk issues in its Waterfront Program Quarterly Progress Reports provided to the City Council and the public.

Section 8. Any act consistent with the authority of the ordinance taken after its passage and prior to its effective date is hereby ratified and confirmed.

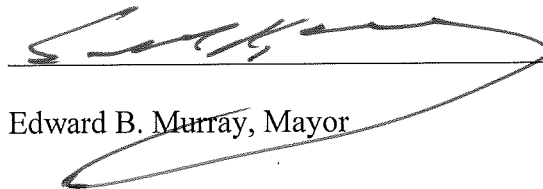
Section 9. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

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



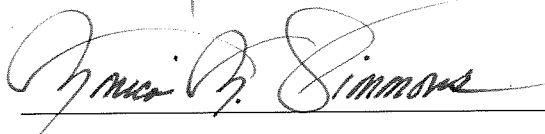
President _____ of the City Council

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



Edward B. Murray, Mayor

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



Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

- Attachment 1 – MEMORANDUM OF AGREEMENT Between The City of Seattle and Friends of Waterfront Seattle Regarding Funding for Pier 62/63 Phase 1 Rebuild
- Attachment 2 – Alaskan Way Main Corridor (TC367330) CIP
- Attachment 3 – Parks Central Waterfront Piers Rehabilitation (K732493) CIP

MEMORANDUM OF AGREEMENT
Between
The City of Seattle
And
Friends of Waterfront Seattle
Regarding
Funding for Pier 62/63 Phase 1 Rebuild

This Memorandum of Agreement ("MOA") is dated _____, and is entered by and between the City of Seattle ("City") a first class city of the State of Washington, acting by and through its Director of the Office of the Waterfront ("Office") and Superintendent ("Superintendent") of the Seattle Department of Parks & Recreation ("DPR"), and the Friends of Waterfront Seattle, a Washington non-profit corporation ("Friends").

Recitals

Whereas, Pier 62/63 was purchased in 1989 and redesigned in 1989 by the Seattle Arts Commission and the Seattle Department of Community Development and DPR for public access to the waterfront. It has been owned and operated by DPR as a park facility since that time.

Whereas, Pier 62/63 has suffered extensive piling deterioration and must be removed or replaced in order to support the loading requirements of recreational programming and cultural events, and has been restricted to only incidental public use.

Whereas, the City of Seattle, together with the State of Washington, is undertaking development of Seattle's Central Waterfront as described in the Central Waterfront Concept Design and Framework Plan adopted by Seattle City Council Resolution 31399 which Concept Design includes rebuilding Pier 62/63 as a Core Project, which will allow a fuller range of recreational programming and the return of cultural events at Pier 62/63.

Whereas, Resolution 31399 also included a "Strategic Plan" with a funding plan that identified Friends as raising significant private philanthropy to contribute to Core Projects. In the Resolution, Council recognized that other cities have partnered with non-profit organizations to provide consistent, strong leadership to realize visionary plans for complex, urban public spaces.

Whereas, Friends was incorporated in 2012 and has a mission to build awareness for Waterfront Seattle and the profound impact it will have on the city and region; raise \$80-\$120 million in capital funding for Core Projects from philanthropic sources; and stewarding the future public spaces through long-term enhanced maintenance, security and programming in collaboration with the City of Seattle.

Whereas, since 2014, City and Friends have coordinated their public outreach efforts to develop a unified plan including the preparation of exhibits that are available for public viewing and for public events, and including operating in partnership the "Waterfront Space" – an exhibition space which shares the waterfront vision with more than 700 people monthly.

Whereas, the City and Friends have identified the Pier 62/63 Phase 1 Rebuild ("Rebuild") as an "early win" project under Resolution 31399 and as a catalyst project that can recreate a venue for recreational programming and cultural events on the waterfront and demonstrate the capacity of both parties to coordinate on fundraising, construction and operation of a Core Project of the Waterfront Seattle Program.

Whereas, the City, as part of the final construction of the Elliott Bay Seawall Replacement Project, has identified the opportunity to implement the Rebuild in conjunction with the last phase of Seawall reconstruction adjacent to Pier 62/63, thereby accelerating timing for the Rebuild, reducing

construction impacts on the adjacent neighborhoods and making Pier 62 available for public use earlier than originally anticipated.

Whereas, Friends, as part of their commitment to build support and awareness for the larger Waterfront Seattle Program and to expand the public's use of the waterfront, has committed to raise a portion of the capital funding for the Rebuild to support the City in completing the Rebuild early as part of the reconstruction of the Elliott Bay Seawall Replacement Project.

NOW, THEREFORE, the parties memorialize their respective obligations with respect to fundraising and construction of the Rebuild as follows:

1. Definitions

- 1.1. "Approved Budget" means the budget for the construction of the Rebuild at 100% design documents, which will be attached and incorporated as Exhibit A.
- 1.2. "Approved Design" means the Rebuild Design at the 100% design documents, which will be attached and incorporated as Exhibit B.

2. Scope

- 2.1. Scope. The Rebuild work to be funded in part through this agreement encompasses the deconstruction of structurally compromised pilings and board decking of Pier 62; the replacement of the pilings and board decking with reinforced concrete pilings and a reinforced concrete deck with a stamped pattern and modified footprint; the construction of a floating dock intended for public on-water access; the addition of railing, lighting and utility services; and the addition of grating to the eastern edge of Pier 62, as more particularly described in Exhibit B. This scope does not include any work for the Seawall

Replacement or other Core Projects of the Waterfront Seattle Program, nor does it include any subsequent work to Pier 63.

A. It is the intent of both parties that the entirety of Piers 62 and Pier 63 will be open and available to the public with the Rebuild's completion, including hosting cultural events on Pier 62. However, both parties acknowledge that Pier 63 has existing structural limitations and may be impacted further during the rebuild of Pier 62. No later than ninety days prior to the completion of the Rebuild, DPR shall complete a structural assessment of Pier 63. Following completion of the assessment, the Office of the Waterfront and DPR, in consultation with Friends, shall determine the future of Pier 63 as an element of the overall central waterfront framework plan, as well as its interim utilization, pending implementation of a permanent solution.

B. In the interim, pending a permanent solution, if restrictions on public access to Pier 63 are needed to ensure use is consistent with the structural assessment, the City and Friends will agree on a strategy to manage public access to Pier 63 in a way that minimizes restrictions on the public's ability to access and enjoy a full range of programming on Pier 62. The City will be responsible for any costs associated with implementing any restrictions to public access needed on Pier 63, and will work with Friends to develop a mutually agreeable plan for access and appearance of Pier 63 during periods of restricted access. Both parties also acknowledge that a major public art installation will not be included in this scope and will be included in a subsequent phase of the Pier 62/63 Rebuild. Any contract with the artist for a pilot installation on Pier 63 will ensure the installation will not interfere with the intended recreational

programming of Pier 62/63 or completion of the subsequent phase of the Pier 62/63 Rebuild.

3. Funding

- 3.1. **Funding Sources.** The Parties agree to fund the Rebuild consistent with the Approved Design and pursuant to the Approved Budget in accordance with this agreement and as follows: (a) the City has approved \$21 million of City funds from various sources, including other public funds (grants), and tax-exempt bond financing; and (b) Friends is committed to raising \$8 million from private sources to be contributed to the City's Rebuild. The City and Friends agree to cooperate with each other as reasonably necessary to avoid adverse impacts to the City's tax-exempt financing options for the Rebuild and to preserve the intended uses of Pier 62/63, including to the extent practicable structuring City financings to maximize flexibility with respect to operation of Pier 62/63.
- 3.2. **Friends Fundraising.** Friends agrees to use its best efforts to secure \$8 million of commitments and collect payments from private individuals, corporations, foundations, and other non-governmental sources to contribute to the Rebuild per the schedule described in 3.3. To the extent necessary to ensure timely construction of the Rebuild, the City may internally finance construction funding against Friends pledges consistent with standard City practices and the cost of any such financing shall be reflected in the Approved Budget. However, the City will not use proceeds of tax-exempt obligations to advance or cover on a temporary or permanent basis all or any portion of the \$8 million in project costs intended to be paid for by the amounts pledged to be raised pursuant to the Friends Fundraising Plan. All funding raised by Friends for the Rebuild shall be provided through Friends. Within sixty (60) days of the execution of this Agreement, Friends shall submit to

the City Budget Director and Superintendent for their review and approval a plan (the "Fundraising Plan") for raising the \$8 million in private funds. In developing the Fundraising Plan, Friends shall rely on reputable professional advice as well as the advice and experience of its board and staff. The Fundraising Plan shall include quarterly targets for amounts to be raised and pledges secured; sequential solicitation strategies; donor recognition opportunities for specific Pier 62/63 elements consistent with Section 3.5, assumptions as to when pledge payments shall be made; collection strategies and internal resources needed to meet the fundraising schedule; a proposed progress reporting mechanism, and any other issues the parties mutually agree to include in the Fundraising Plan to help facilitate this Agreement. Friends' donor pledges may be reviewed by the City upon request under mutually agreed procedures to protect the confidentiality of donors' and Friends' donor information.

3.3. Pledge and Payment Schedule. The schedule of payments from Friends to the Office shall be as follows:

Due Date	Secured Pledges	Payments to City
12/31/16	\$500,000	
6/30/17	\$1,000,000	
12/31/17	\$2,500,000	\$500,000
6/31/18	\$2,000,000	\$625,000
12/31/18	\$1,500,000	\$1,575,000
6/30/19	\$500,000	\$3,650,000
12/31/19		\$1,650,000

3.4 Delayed Payments.

A. Friends Delay. If Friends is unable to meet the schedule of payments in Section 3.3, Friends acknowledges that the City will treat any City funds expended in anticipation of

reimbursement by Friends' donor pledges as advanced from available cash of the City that would otherwise be invested in the City's Residual Cash Investment Pool and such amounts will accrue interest at the rate earned by the Pool. Furthermore, Friends agrees to increase the amount of funds under Section 3.2 by an amount sufficient to cover that interest.

Friends may make accelerated or additional payments at its discretion, without pre-payment penalty or assessment of fees. In the event any payments from Friends are delayed for over one year after the due dates specified in 3.3, the City reserves the right to deny approval for any remaining available donor recognition opportunities with Friends in a manner that does not jeopardize any existing signed pledges made prior to the date of the delay.

B. City Delay. Should a construction delay occur such that the construction completion date of December 31, 2019 is or will be extended by more than 60 days, Friends shall have the option to make its last payment on or before the extended completion date. Should the delay in construction completion extend more than 90 days beyond the completion date of December 31, 2019, Friends shall have the option to propose a revised pledge/payment schedule for the remaining payments to the Office of the Waterfront, whose approval shall not be unreasonably withheld. The intent of any revised payment schedule would be to have all payments due by the extended construction completion date.

- 3.5 Donor Recognition. Friends will identify donor recognition opportunities as part of the approved Fundraising Plan, which shall be developed to be consistent with the applicable sections of the Acceptance of Gifts and Donor Recognition policy (DPP 060-P 2.13.1) attached as Exhibit C or as agreed to by the City in the approved Fundraising Plan. Once approved, Friends shall submit specific donor recognition proposals to the Superintendent,

whose approval shall not be unreasonably withheld provided the recognition is consistent with the approved Fundraising Plan. The overall efforts of Friends in securing funds for the Rebuild will be acknowledged in an appropriate manner on signage placed at the entrance of Pier 62/63.

4. Design and Construction

4.1. Designated Project Manager. The Office of the Waterfront has been designated by the City to act as the project manager for the Rebuild on behalf of DPR.

4.2. Final Plan Review. The City and Friends acknowledge and agree that the Approved Design and Approved Budget will be substantially in the form of the 100% Design and Budget documents that are incorporated by reference herein.

4.3. Procurement. The Parties agree that the City shall manage the procurement process in accordance with its applicable standards and practices and is subject to state and local public works and contracting laws and regulations. The City will appoint a representative of Friends' choosing to act in an advisory capacity to the City in the procurement process. In the event that all bids exceed the Approved Budget, the City shall recommend to Friends changes in the Parties' funding commitments, including the possibility of increasing any of the funding sources, in order to allow acceptance of the bid or proposal. If the Parties are unable to identify and approve funding commitment changes to enable acceptance of the bid, all bids shall be rejected and the City shall work to identify and recommend to the Parties a strategy for proceeding with the Rebuild, which may include reducing the scope of the Approved Design, and/or developing an alternative timeline for construction. The Parties recognize that the City may be required to rebid (which may result in delay in the

start of construction) if substantial changes are made to the scope of the Approved Design and the construction contract being bid. In the event that the City is able to enter into a construction contract that is less than the construction budget in the Approved Budget, the difference shall be added to the Rebuild construction contingency. In the event that the City is able to complete construction of the Rebuild consistent with the Approved Design and within the Approved Budget, Friends' fundraising obligation under Section 3.2 shall be reduced or refunded proportionately based on the total percentage of Friends funding in the Project applied to the amount the Rebuild is under budget. The remainder of Friends' fundraising obligation shall be reserved for contribution to future capital improvements in the overall Waterfront Seattle Program in a manner determined through a future agreement. In the event that Contingency funds are not expended on the Rebuild and are available upon completion of the project, the City shall prioritize them to fund any reasonable design alternatives agreed upon by both parties to address the results of the structural assessment of Pier 63 pursuant to Section 2.1.A above.

- 4.4. Construction Timing. The City shall use its best efforts to issue a Notice to Proceed in First Quarter 2017 and commence construction no later than October 1, 2017 in order to reach completion by December 31, 2019. The Parties recognize that there are conditions over which the City has no control that may prevent commencement of construction from occurring by October 1, 2017 including, but not limited to: construction bids coming in higher than the construction budget in the Approved Budget and the failure of regulatory agencies (including the City acting in its regulatory capacity) to issue necessary permits for construction.

4.5. City to Construct Pursuant to Approved Design. Upon acceptance of a responsive bid or proposal from a responsible bidder that is within the construction budget of the Approved Budget, the City agrees to construct the Rebuild consistent with the Approved Design, as may be amended pursuant to Section 4.6 below, and will be responsible for any additional costs of completing construction of the Rebuild consistent with the Approved Design, as may be amended, in excess of the Approved Budget. The City, in its sole discretion, shall determine how to use the construction contingency to complete construction of the Approved Design, as may be amended pursuant to Section 4.6. Friends' fundraising obligation will not be increased due to cost overruns above the Approved Budget regardless of the reason for cost increases, including but not limited to permitting delays.

4.6. Changes in Approved Design. Any material change to the Approved Design through completion of construction shall be approved by the City and Friends, whose approval shall not be unreasonably withheld. Joint approval shall be documented through a joint letter signed by the Executive Director or Board President of Friends and the Director of the Office. A material change includes any substantial departure from the Approved Design including but not limited to elimination or addition of a significant element or feature, discernible or functional alteration in the quality or projected performance of any significant feature or system, or any significant change in the use or appearance of any major space or component. Either the City or Friends may propose a material change, however any material change shall be communicated to the contractor solely by the Office.

4.7. Construction Defects or Unanticipated Conditions. Subject to the availability of funding, which DPR and Office shall actively seek and include in proposed budgets to City council, the City shall bear the responsibility to promptly repair or correct any and all defects and or

any other unanticipated conditions affecting the performance of Pier 62 following completion of the Rebuild as contemplated under this Agreement. Nothing in this provision is intended to limit the City's ability to seek redress from contractors for any and all defects associated with construction of the Rebuild.

4.8. Seawall Contract. Both Parties acknowledge the Rebuild shall be pursued as an additive to the construction contract for the final phase of the Seawall project. As such, the City reserves the right to delay the Rebuild indefinitely in the case of complications arising from the bid for the Seawall construction. In the event a contract has not been signed by 12/31/2017, Friends reserves the right to suspend payments and pledge progress under the Payment Schedule until a contract is entered into. Once a contract has been entered into, any delay will be handled consistent with Section 3.4.B.

4.9. Briefings. The Director or a designated representative shall review construction progress on a quarterly basis with Friends. The City shall make available to Friends any monthly construction progress reports related to the Rebuild.

4.10. Upon completion of the Rebuild, the City will be responsible for any major repairs necessary to maintain the structural stability and viability of Pier 62 for the intended recreational and programming uses and will endeavor to include any needed future repairs for Pier 62/63 in a Capital Improvement Plan and Budget, subject to City Council approval.

5. Pier 62/63 Ownership, Operations and Programming

5.1. Pier 62/63 Ownership. The City shall continue to own Pier 62/63 and all improvements, including all improvements constructed as part of the Rebuild.

5.2. Baseline Maintenance, Operations, and Security. Upon completion of the Rebuild, the City, through DPR, shall continue to provide from existing DPR resources, the base level of maintenance, operations, and security for Pier 62/63 provided prior to the closure of the Pier for the Rebuild. DPR will endeavor to include any major maintenance needed for Pier 62 in a Capital Improvement Plan and Budget, consistent with DPR's Asset Management Plan priorities and subject to City Council approval. Any additional funds for Pier 62/63 maintenance, improvements or enhancements of any sort raised by Friends shall not displace the baseline level of maintenance of Pier 62/63 provided by DPR and may not be used to reduce or displace basic City funding and other support for the Pier 62/63 maintenance and operation by the City. Additional operational and enhancement funding for Pier 62/63 raised by Friends shall be governed by a future operating agreement with the City.

5.3. Programming and Operations. The City recognizes Friends as a primary partner in the future operations of various elements of the Waterfront Seattle Program, including Pier 62/63. The City and Friends intend to collaborate together to ensure provision of general recreation opportunities, exhibitions, and major events available to the general public at Pier 62, as well as Pier 63, to the extent consistent with the structural assessment/conditions study conducted pursuant to Section 2.1.A and any requirements developed as provided in Section 2.1.B. Any future collaboration on programming and operations will be done pursuant to a separate operating agreement(s) in the future, which may include a qualified management contract, as that term is used in the applicable provisions of the Internal Revenue Code, and which contract would be subject to review by the City's bond counsel and approval by both parties, as appropriate, that will specify the

City's and Friends' roles and responsibilities for future operations and programming of Pier 62/63.

- 5.4. Seattle Park District. It is the City's intent to allocate \$300,000 annually of Seattle Park District funding for Pier 62/63 Rebuild for 2019 and 2020 to support the operations of the Pier consistent with the financial plan for the Seattle Park District.

6. General

- 6.1. Term of the Agreement. The term of this Agreement shall be effective upon the effective date of an ordinance adopted by Seattle City Council and continue through Rebuild project closeout or until Friends makes its final payment of the total fundraising goal and interest, if any, whichever is later.
- 6.2. Force Majeure. Neither party hereto shall be liable to the other party for any nonperformance, in whole or in part, of its obligations under this Agreement caused by the occurrence of any contingencies beyond the reasonable control of the parties, including but not limited to declared or undeclared war, sabotage, insurrection, riot, or other acts of civil disobedience, acts of a public enemy, acts or decrees of governments or agencies affecting the terms of this Agreement, strikes, labor disputes, acts of third parties not within the control of the party whose performance is affected, shortages of fuel, failures of power, accidents, fires, explosions, floods or other acts of Force Majeure.
- 6.3. Entire Agreement. This Agreement and the documents expressly referred to herein constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede any prior agreement or understanding among the Parties with respect to such subject matter.

6.4. Severability. If any provision of this Agreement or the application of such provision to any party or circumstance shall be invalid, the remainder of this Agreement or the application of such provision to other parties or circumstances shall not be affected thereby.

6.5. Notices. All notices, requests, demands, consents and other communications required or permitted to be given by this Agreement shall be in writing and personally delivered or mailed to the other party. Such notices shall be deemed received at the earlier of (a) the date actually received; or (b) three (3) business days after such mailing. Such notices shall be sent to the Parties at the following addresses, unless other addresses are furnished by appropriate notice:

If to the City, to:

Office of the Waterfront
PO Box 34996
Seattle, WA 98124
Attn: Joshua Curtis, Partnerships Manager
joshua.curtis@seattle.gov

If to Friends, to:

Heidi Hughes, Executive Director
Friends of Waterfront Seattle
P.O. Box 21272
Seattle, WA 98111
heidi@friendsofwaterfrontseattle.org

6.6. Assignment; Subcontract. The Parties shall not assign any of their rights or delegate any of their obligations under this Agreement to a third party without the prior written approval of the other party.

6.7. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall constitute one in the same instrument.

6.8. Headings. The article and section headings in this Agreement are for convenience of reference only, and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

6.9. Construction. This Agreement shall be construed and enforced according to the laws of the State of Washington without regard to any otherwise governing principals of conflicts of laws. This Agreement shall be construed neutrally and not in favor or against any party.

6.10. Equal Employment Opportunity and Outreach.

A. Friends shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Friends shall take affirmative efforts to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap. Such efforts shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

B. Friends, by executing this Agreement, is affirming that Friends complies with all applicable federal, state, and local non-discrimination laws, particularly the requirements of

SMC Ch. 20.42 as incorporated in this Agreement. Any violation of the mandatory requirements of the provisions of this section shall be a material breach of Agreement for which the Foundation may be subject to damages and sanctions provided for by the Agreement and by applicable law, including but not limited to debarment from City contracting activities in accordance with SMC Ch. 20.70.

6.11. Equal Benefits. Friends shall comply with SMC Ch. 20.45 and Equal Benefit Program Rules, which require Friends to provide the same or equivalent benefits ("equal benefits") to domestic partner of employees as Friends provides to spouses of employees. At City's request, Friends shall provide information and verification of compliance with this requirement.

6.12. Amendment. This Agreement shall not be modified or amended except by a written agreement executed by both of the parties.

Exhibits

Ex. A – Approved Budget

Ex. B – Approved Design

Ex. C – Seattle Parks and Recreation – Acceptance of Gifts and Donor Recognition Policy (DPP 060-P 2.13.1)

IN WITNESS WHEREOF, the Parties have executed this agreement as of the day and year stated above.

CITY OF SEATTLE

FRIENDS OF WATERFRONT SEATTLE

By _____

Marshall Foster

Director, Office of Waterfront

By _____

Heidi Hughes

Executive Director, Friends of Waterfront
Seattle

By: _____

Jesús Aguirre

Superintendent, Seattle Parks and

Recreation

Exhibit A

Approved Budget

Exhibit A - Pier 62/63 Phase 1 Rebuild Cost Estimate

July 1, 2016

100% Design

Select Current Year:

2016

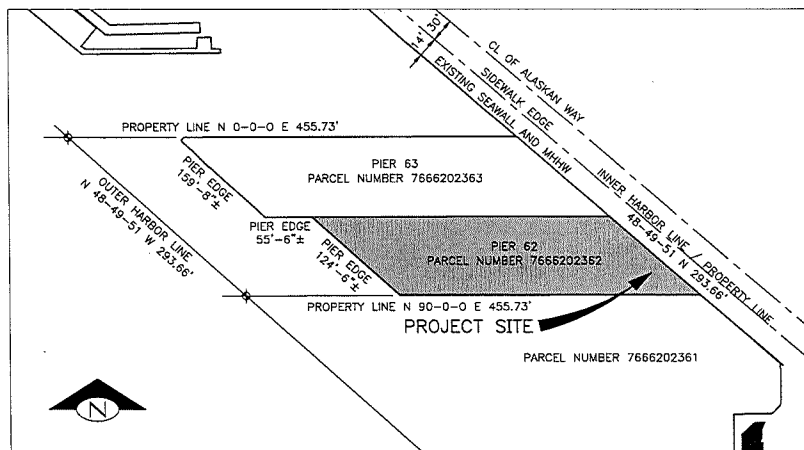
		Estimated Cost
Current Engineer's Estimate (Full Scope)		\$13.42
Sales Tax Eligible		Y
Adjusted EE Sales Tax		\$1.60
Design Allowance %		0.0%
Design Allowance		-
Adjusted Engineer's Estimate		\$13.42
Midpoint of Construction		2018
Adjusted EE Escalation (2 yrs @ 4%/yr)		\$1.09
Construction Risk %		15.0%
Adjusted EE Construction Risk		\$2.18
Revised Scope Hard Cost (with Escalation and Construction Risk)		\$18.29
City Construction Admin		
CM Administration Services	15.0%	\$2.74
Total Construction Administration Costs	23.0%	\$4.21
Total Construction Cost		\$22.50
Environmental and Permits (Parks lead)		\$0.50
Design Cost Accrued (FY 2015)	0.7%	\$0.12
City Design and Project Management		
Consultant Design Services	10.9%	\$2.00
Total Design Costs	16.9%	\$3.09
Contingency	20% of EE	\$2.68
Total Project Cost		\$28.77

Notes:

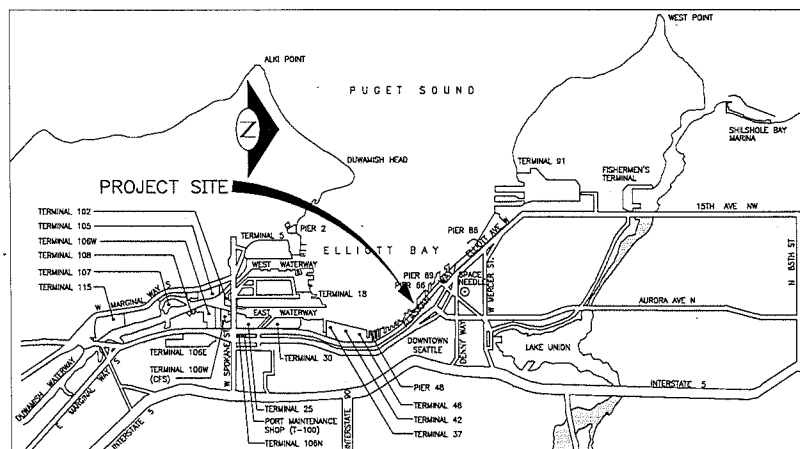
- Does not include owner furnished items - furniture, benches, etc. Does not include art installation.

Exhibit B

Approved Design



SITE PLAN
SCALE: NTS



VICINITY MAP
SCALE: NTS

PROJECT INFORMATION:

CONTACT PERSON:	KIT LOO (206) 684-3669
PROPERTY ADDRESS:	1951 ALASKAN WAY SEATTLE, WA 98101
PROPERTY OWNER:	SEATTLE PARKS & RECREATION 100 DEXTER AVE NORTH SEATTLE, WA 98109
ZONING:	DH-1, SHORELINE DESIGNATION
FIRE ZONE:	DOWNTOWN FIRE DISTRICT

LEGAL DESCRIPTION-PIER 62:

SEATTLE TIDE LDS AREA IN FRONT OF
LOTS 4 AND 5 AND POR 6-SEE MINOR #2360.
Plat Block: 173
Plat Lot: 4-5-6

LEGAL DESCRIPTION—PIER 63:

SEATTLE TIDE LDS AREA IN FRONT OF PORS ABOVE
LOTS--SEE MINOR # 2360
Plot Block: 173
Plot Lot: 1-2-3

PERMIT SET
4/25/16

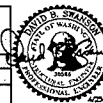
waterfront Seattle

APPROVED FOR ADVERTISING
NANCY LOCKE
DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES
SEATTLE, WASHINGTON 20

BY: PURCHASING & CONTRACTING SERVICES DIRECTOR

NAME OR INITIALS AND DATE	INITIALS AND DATE	
DESIGNED JAP	REVISED:	
CHECKED CMH	DES.	CONST.
	SOOT	PROJ. MGR.
DRAWN RLC	RECEIVED	
CHECKED KRB	REVISED AS BUILT	

ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SEATTLE STANDARD PLANS AND SPECIFICATIONS AND OTHER DOCUMENTS CALLED FOR IN SECTION 8-02.3 OF THE PROJECT MANUAL.



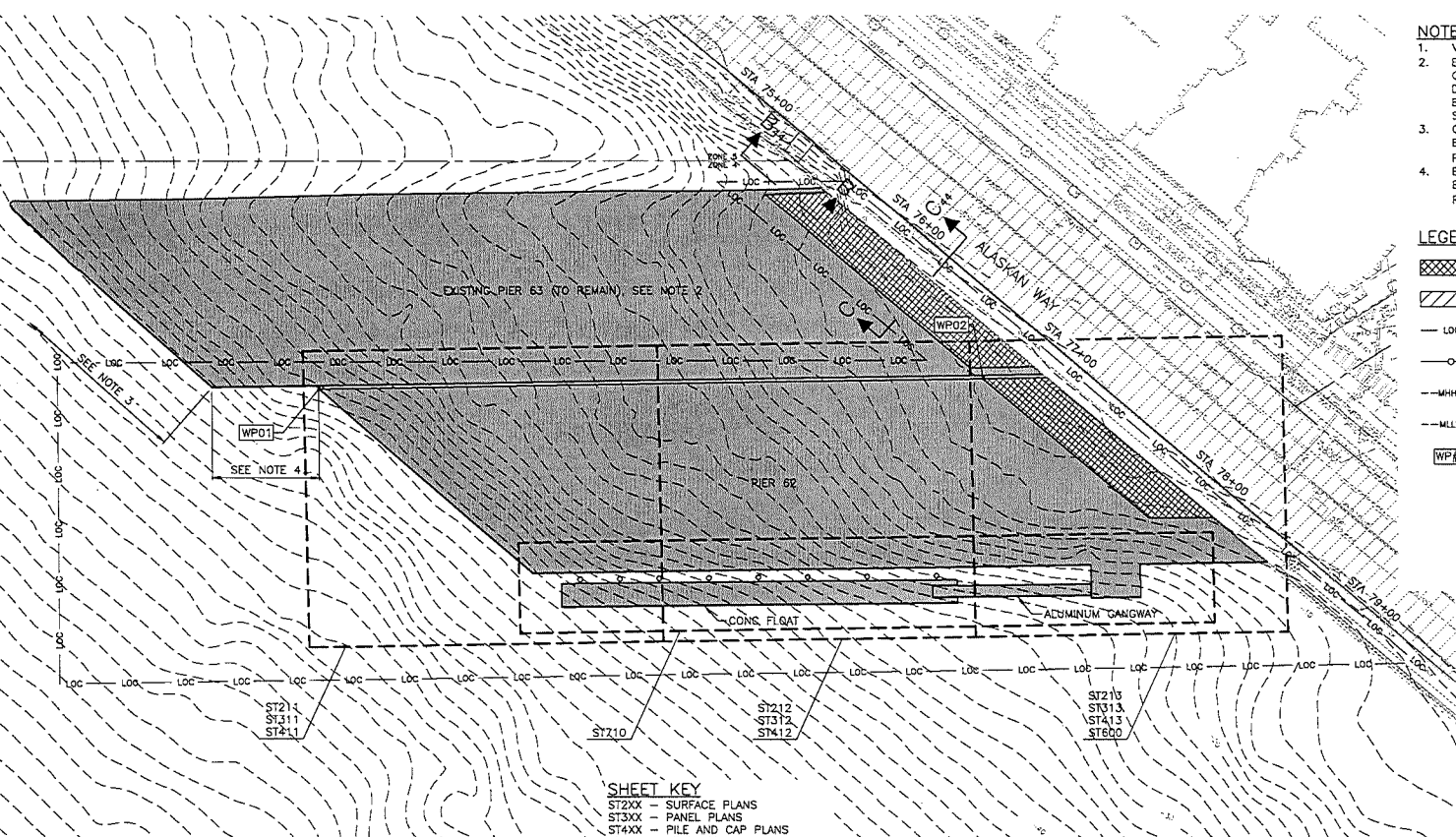
City of Seattle
Seattle Department
of Transportation

WATERFRONT SEATTLE
PIER 62-63
IMPROVEMENTS

COVER
SHEET
ST001

NO. BY	PC	TS5766A
	R/W	XX
	CO	XX
VAULT PLAN NO. 777-815		
SHEET 1 OF 98		

DATE: 4/25/16
 DRAWN BY: J. L. LEE
 CHECKED BY: J. L. LEE
 SCALE: 1" = 30'
 SHEET: 20 OF 98



- NOTES:**
1. VERTICAL DATUM NAVD88.
 2. EXISTING PIER 63 (TO REMAIN) WILL BE CLOSED TO PUBLIC ACCESS FOR THE DURATION OF CONSTRUCTION, AND CANNOT BE USED BY THE CONTRACTOR FOR STAGING OR VEHICLE ACCESS.
 3. CORNER OF EXISTING WESTERN RAILING AND BULLRAIL TO BE SHORTENED AND REVISED PER 2/44.
 4. EXISTING SOUTHERN PIER 63 RAILING TO BE REVISED FOR REINSTALLATION AT NEW PIER EDGE PER 3/44.

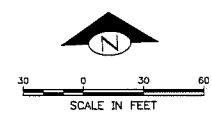
- LEGEND:**
- GRATING
 - UPLAND STAGING AREA
 - LIMITS OF CONSTRUCTION
 - CHAIN LINK FENCE
 - MEAN HIGHER HIGH WATER (+9.02)
 - MEAN LOWER LOW WATER (-2.34)
 - WORKING POINT SEE SHEET 4

NOTES:

NAVIGATION
 THE WATER BODY ADJACENT TO THE PROJECT SITE AND OUTSIDE THE LIMITS OF CONSTRUCTION IS A NAVIGATION CHANNEL TO BE UTILIZED BY RECREATIONAL VESSELS AND COMMERCIAL VESSELS THROUGHOUT THE YEAR, INCLUDING DURING PROJECT CONSTRUCTION. VESSEL TRAFFIC THROUGH THE WATERS NEAR THE PROJECT SITE WILL OCCUR THROUGHOUT THE DURATION OF THE PROJECT. THE CONTRACTOR SHALL COORDINATE WITH THE CITY ON A DAILY BASIS TO KEEP THE CITY AWARE OF THEIR ACTIVITIES AND TO SEQUENCE THE WORK IN ORDER TO MINIMIZE DISRUPTIONS TO VESSEL TRAFFIC AND TO PROMPTLY REMOVE OR RELOCATE ANY EQUIPMENT AND OPERATIONS WHICH MAY BE OBSTRUCTING TRAFFIC.

SIGNAL LIGHTS
 THE CONTRACTOR SHALL DISPLAY SIGNAL LIGHTS AND CONDUCT HIS OPERATION IN ACCORDANCE WITH THE GENERAL REGULATIONS OF THE DEPARTMENT OF THE ARMY AND OF THE COAST GUARD GOVERNING LIGHTS AND DAY SIGNALS. SIGNALS SHALL BE AS SET FORTH IN COMMANDANT U.S. COAST GUARD INSTRUCTION M16672.2 NAVIGATION RULES: INTERNATIONAL INLAND (COMDTINST M16672.2) OR 33 C.F.R. 81 APPENDIX A (INTERNATIONAL) AND 33 C.F.R. 84 AND 33 C.F.R. 84 THROUGH 89 (INLAND) AS APPLICABLE.

- SHEET KEY**
- ST2XX - SURFACE PLANS
 - ST3XX - PANEL PLANS
 - ST4XX - PILE AND CAP PLANS
 - ST6XX - STEEL FRAMING PLANS
 - ST7XX - FLOAT AND GANGWAY PLANS



PERMIT SET
4/25/16

OVERALL PLAN
ST210

waterfront Seattle

APPROVED FOR ADVERTISING
 NANCY LOCKE
 DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES
 SEATTLE, WASHINGTON 20

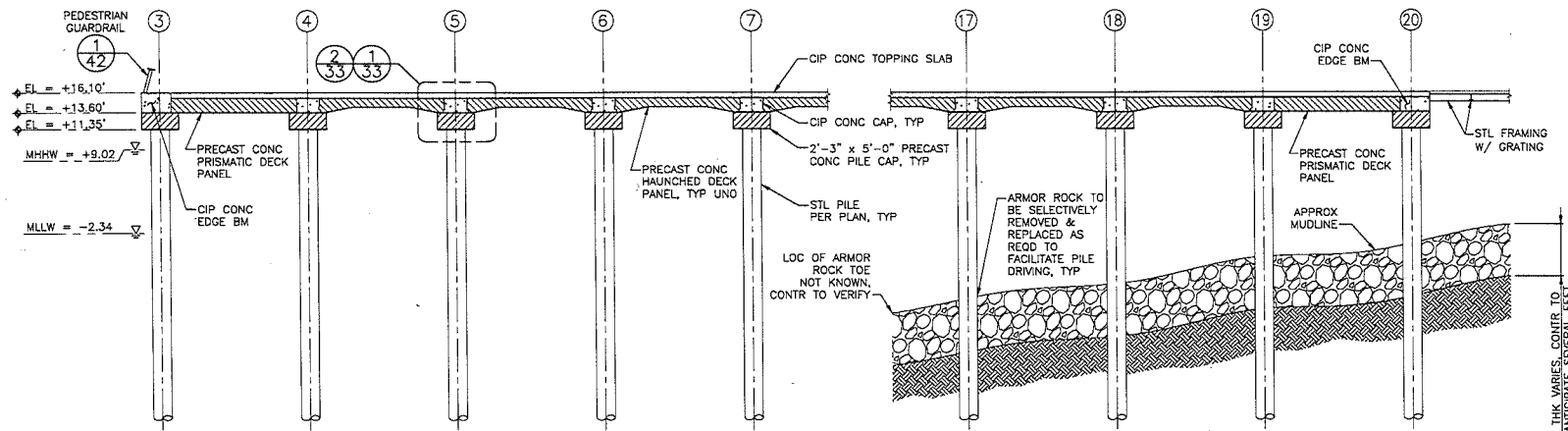
NAME OR INITIALS AND DATE
 DESIGNED: JAP
 CHECKED: CMH
 DRAWN: REL
 CHECKED: KRB
 INITIALS AND DATE
 REVIEWED: DESIGNED: CMH
 CHECKED: CMH
 REVISIONS: 1
 REVISIONS: 2
 REVISIONS: 3
 REVISIONS: 4
 REVISIONS: 5
 REVISIONS: 6
 REVISIONS: 7
 REVISIONS: 8
 REVISIONS: 9
 REVISIONS: 10
 REVISIONS: 11
 REVISIONS: 12
 REVISIONS: 13
 REVISIONS: 14
 REVISIONS: 15
 REVISIONS: 16
 REVISIONS: 17
 REVISIONS: 18
 REVISIONS: 19
 REVISIONS: 20



City of Seattle
Seattle Department of Transportation
 ORDINANCE NO. 115000
 RPD: 115000
 SCALE: 1" = 30'

WATERFRONT SEATTLE
PIER 62-63
IMPROVEMENTS

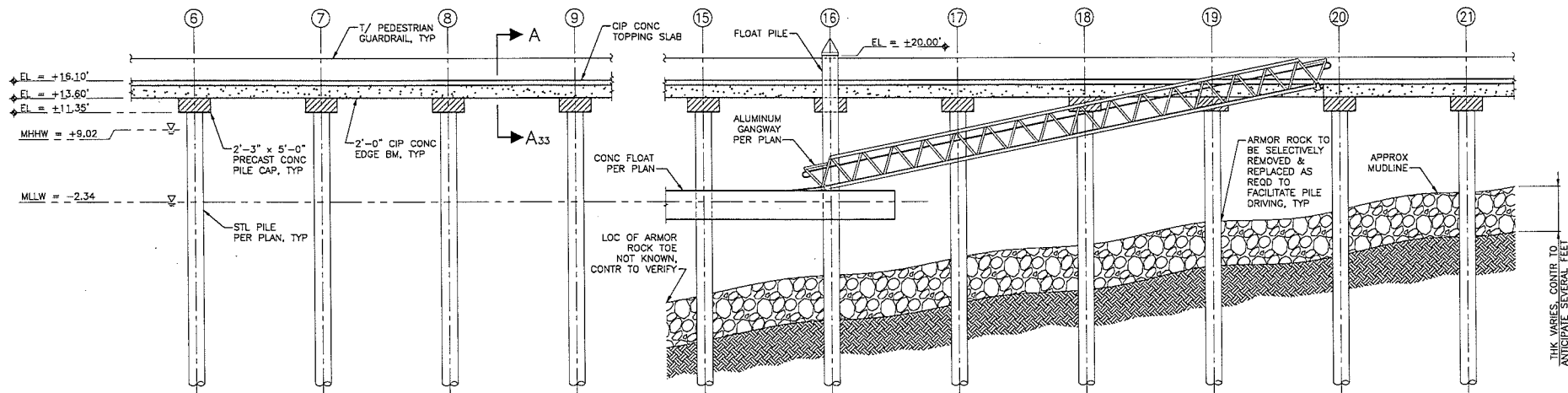
PC TS5766A
 R/W XX
 CO XX
 VAULT PLAN NO. 777-815
 SHEET 20 OF 98



NOTE:
1. VERTICAL DATUM NAVD88.

LEGEND:

- PRECAST CONC
- PRECAST CONC
- CIP CONC
- ARMOR ROCK
- EXISTING SOIL



PERMIT SET
4/25/16

Waterfront Seattle

APPROVED FOR ADVERTISING
NANCY LOCKE
DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES
SEATTLE, WASHINGTON

BY: PURCHASING & CONTRACTING SERVICES DIRECTOR

NAME OR INITIALS AND DATE
DESIGNED JHP
CHECKED CMH
DRAWN RLC
CHECKED HRS
INITIALS AND DATE
REVIEWED
DESIGNED
CHECKED
RECEIVED
REVISED AG BUILT
ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SEATTLE STANDARD PLANS AND SPECIFICATIONS AND OTHER DOCUMENTS CALLED FOR IN SECTION 0-REGS OF THE PROJECT MANUAL.

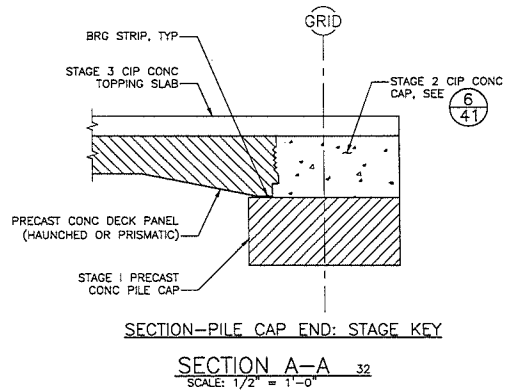
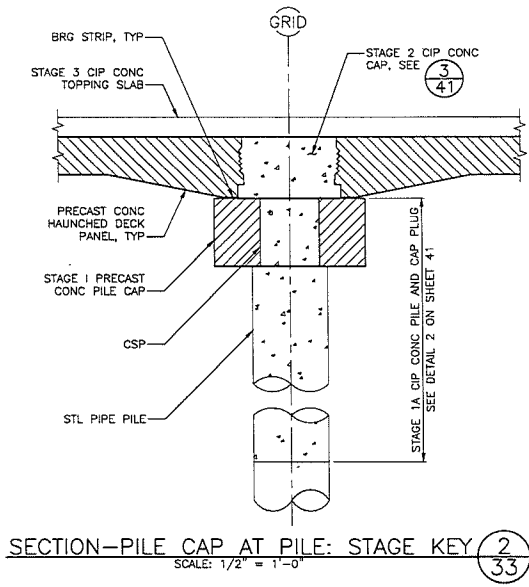
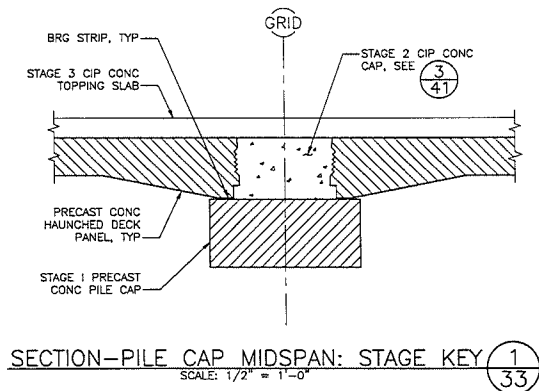


City of Seattle
Seattle Department
of Transportation
GRANDFUNDING NO. 1
FUNDED
SCALE: 1/8" = 1'-0"

WATERFRONT SEATTLE
PIER 62-63
IMPROVEMENTS

PIER ELEVATIONS
AND SECTIONS
ST500

PC TS5766A
R/W XX
CO XX
VAULT PLAN NO.
777-815
SHEET 32 OF 98



- NOTES:**
1. STAGE 1A AND STAGE 2 CIP CONCRETE SHALL BE STANDARD CONCRETE.
 2. STAGE 3 CIP CONCRETE SHALL BE COLORED CONCRETE. CIP POUR BREAKS SHOWN IN DETAILS ARE PROPOSED. POUR BREAKS SHALL BE LOCATED AS TO PROVIDE A CONSISTENT STRAIGHT LINE AT PIER EDGE BETWEEN THE STANDARD AND COLORED CONCRETE. POUR BREAKS SHALL BE LOCATED SUCH THAT VERTICAL REINFORCING IS PRESENT AT BREAK.
 3. STAGE 2 CONCRETE SHALL HAVE A MINIMUM OF 7 DAYS TO CURE PRIOR TO PLACEMENT OF STAGE 3 CONCRETE.

LEGEND:

	PRECAST CONC
	CIP CONC

DATE: 4/25/16
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

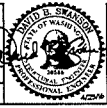
PERMIT SET
4/25/16

Waterfront Seattle

APPROVED FOR ADVERTISING
NANCY LOCKE
DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES
SEATTLE, WASHINGTON 20

NAME OR INITIALS AND DATE	INITIALS AND DATE
DESIGNED: JWP	REVIEWED: [Signature]
CHECKED: QWH	DATE: [Signature]
DRAWN: [Signature]	REVISED AS BUILT
CHECKED: KPS	

ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SEATTLE STANDARD PLANS AND SPECIFICATIONS AND OTHER DOCUMENTS CALLED FOR IN SECTION 0-00.2 OF THE PROJECT MANUAL.

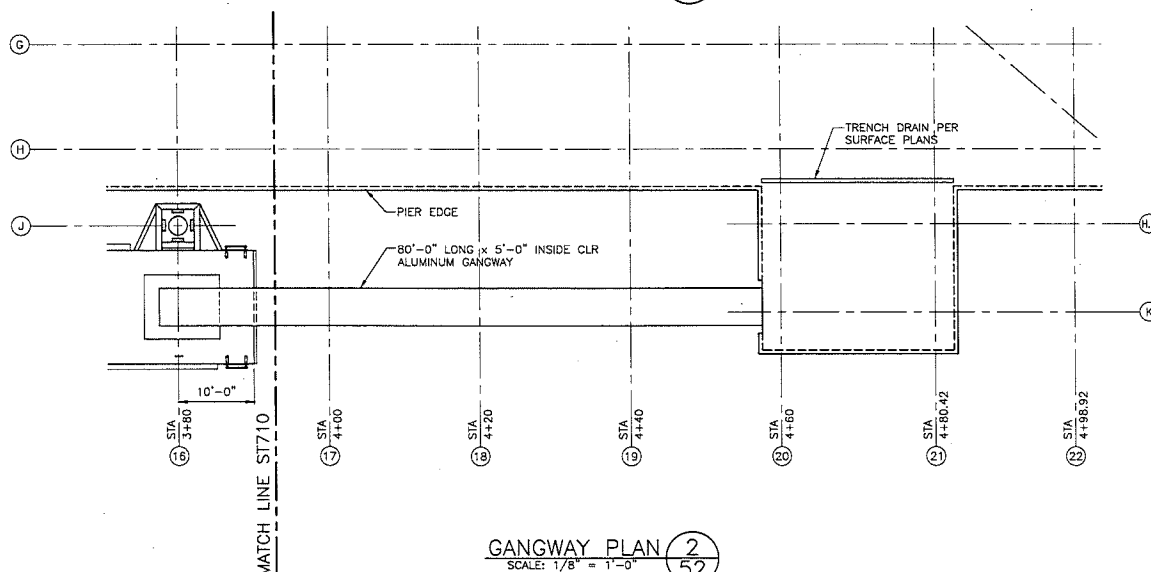
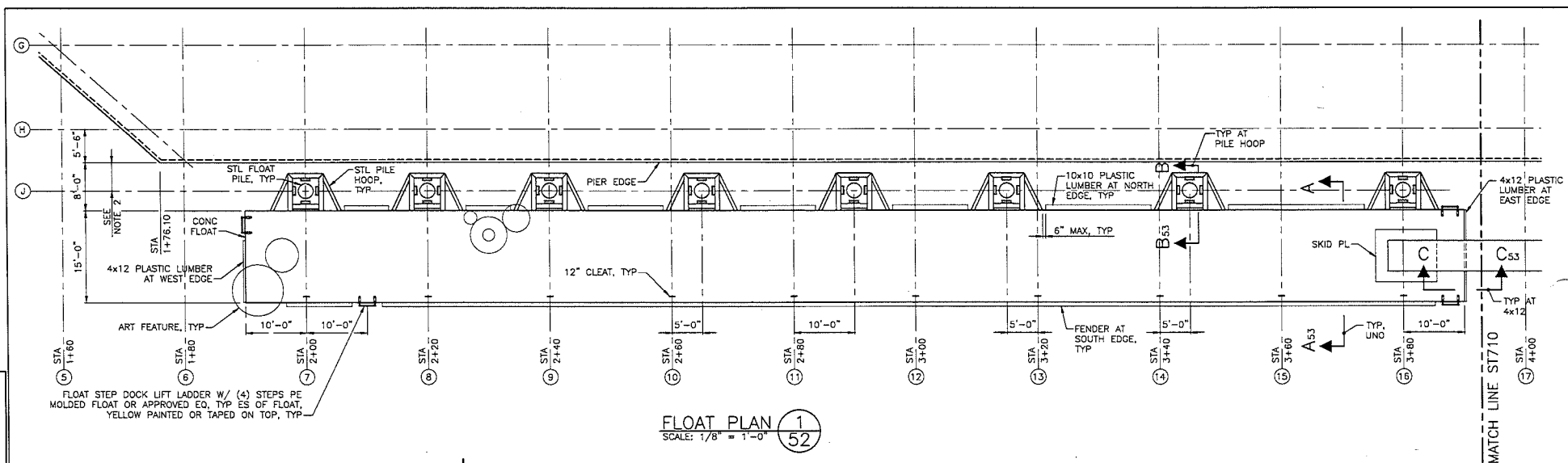


City of Seattle
Seattle Department of Transportation
ORDINANCE NO. [Signature]
FUND: [Signature]
SCALE: 1/2" = 1'-0"
INSPECTOR'S BOOK: [Signature]

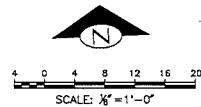
WATERFRONT SEATTLE
PIER 62-63
IMPROVEMENTS

PC	TS5766A
R/W	XX
CO	XX
Vault Plan No.	777-815
SHEET	33 OF 98

DATE	10/13/16	BY	AKS/2025
DATE	10/13/16	BY	AKS/2025
DATE	10/13/16	BY	AKS/2025
DATE	10/13/16	BY	AKS/2025



- NOTES:**
1. VERTICAL DATUM NAVD88.
 2. FLOAT LOCATION TO BE AS-SHOWN, PILE OFFSET FROM PIER DEPENDS ON THE CONTRACTOR'S PILE HOOP DESIGN, AND WILL BE DETERMINED BY THE CONTRACTOR.



PERMIT SET
4/25/16

Waterfront Seattle

APPROVED FOR ADVERTISING
NANCY LOCKE
DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES
SEATTLE, WASHINGTON 20

NAME OR INITIALS AND DATE
DESIGNED: WMA
CHECKED: DMH
DRAWN: FILE
CHECKED: WMA
INITIALS AND DATE
REVIEWED: DES. CONGT.
SCOTT PROJ. MGR.
RECEIVED
REVISED AS BUILT
ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SEATTLE STANDARD PLANS AND SPECIFICATIONS AND OTHER DOCUMENTS CALLED FOR IN SECTION 0-4.0 OF THE PROJECT MANUAL.

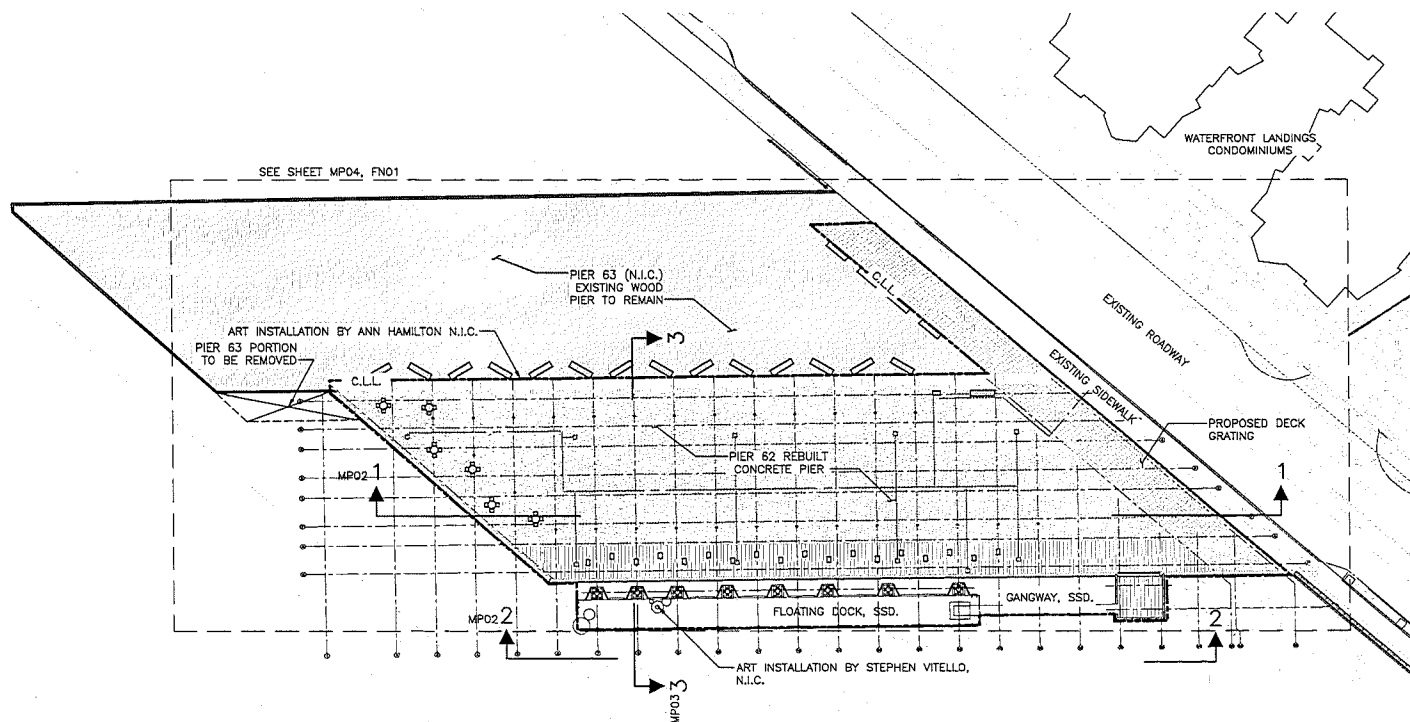


City of Seattle
Seattle Department of Transportation
ORDINANCE NO. 115000
FUND: 1000
SCALE: 1/8" = 1'-0"
INSPECTOR'S BOOK

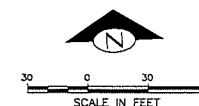
**WATERFRONT SEATTLE
PIER 62-63
IMPROVEMENTS**

PC TS5766A
R/W XX
CO XX
VAULT PLAN NO. 777-815
SHEET 52 OF 98

OVERALL FLOAT
AND GANGWAY PLAN
ST710



- LEGEND:**
- | | |
|---------------------------------|---|
| LIMIT OF CONSTRUCTION |  |
| STAMPED FINISH FOR CIP CONCRETE |  |
| GRATING |  |
| EXISTING PIER EDGE |  |
| TIEBACK ANCHORS |  |
| MOVABLE TABLES + CHAIR SET |  |
| MOVABLE CHAIRS |  |
| TIMBER BENCH N.I.C. |  |
| IN-GRADE SOLAR LIGHTING, SED. |  |
| SSD | SEE STRUCTURAL DRAWINGS |
| SED | SEE ELECTRICAL DRAWINGS |



PIER 62/63
OVERALL SITE PLAN
MP01

waterfront Seattle

APPROVED FOR ADVERTISING
NANCY LOCKE
DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES
SEATTLE, WASHINGTON 20

BY: _____
PURCHASING & CONTRACTING SERVICES DIRECTOR

NAME OR INITIALS AND DATE		INITIALS AND DATE	
DESIGNED AT CR	5/8/2018	REVIEWED:	
CHECKED JC	5/8/2018	DCS	CONST.
		SDOT	PROJ. MGR.
DRAWN AT EG	5/8/2018	RECEIVED	
CHECKED JC	5/8/2018	REVISED AS BUILT	
ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SEATTLE STANDARD PLANS AND MODIFICATIONS AND OTHER DOCUMENTS CALLED FOR BY SECTION 0-122.0 OF THE PROJECT MANUAL			




City of Seattle
Seattle Department
of Transportation
 ORDINANCE NO. APPROVED.....
 FUND:
 SCALE: 1" = 30' INSPECTOR'S BOOK.....

WATERFRONT SEATTLE
PIER 62/63
IMPROVEMENTS

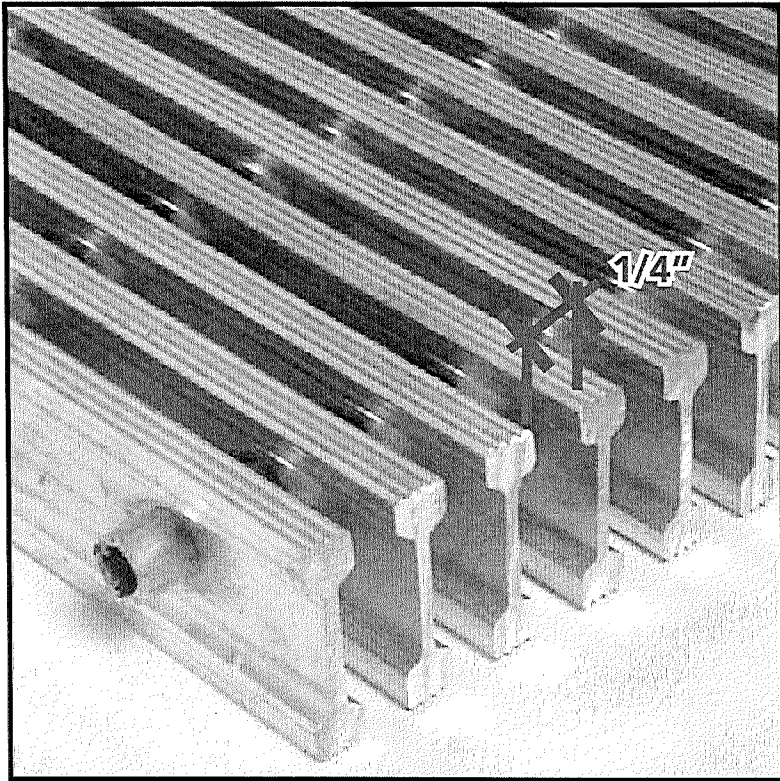
JOB NO.	PC	TS5777A
	R/W	XX
	CO	XX
VAULT PLAN NO. 782-291		
SHEET 56 OF 98		

PIER 62/63

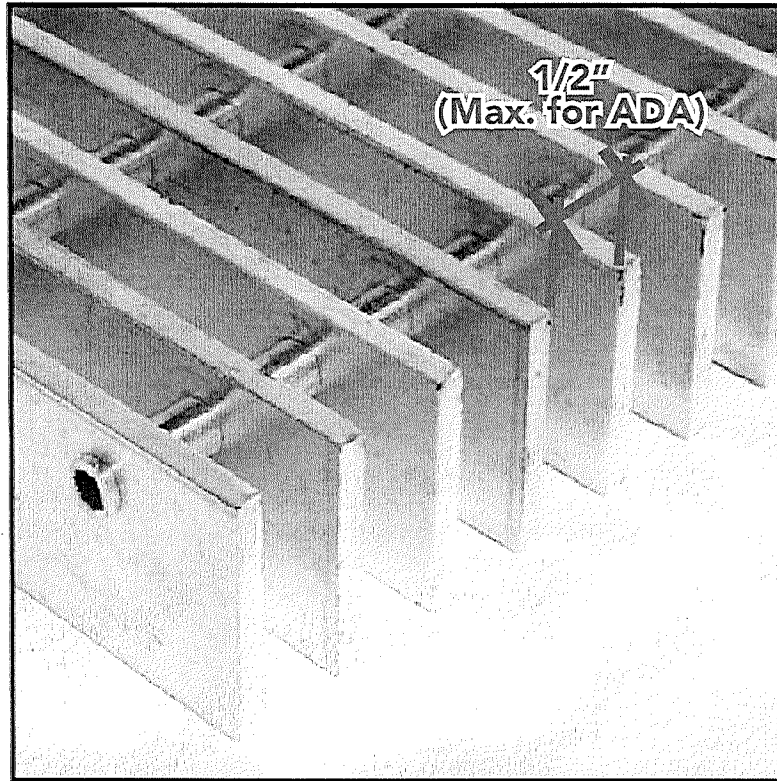
GRATING

REQUIREMENTS:

- ADA COMPLIANT
- VEHICLE RATED
- SLIP RESISTANT
- ALLOW ENOUGH LIGHT THROUGH



P-8-2, 1" I-Bar, Grooved Surface, 1/2" bearing bar centers; 2" cross bar centers



P-11-2, 1-1/2" x 3/16", Smooth Surface, 11/16" bearing bar centers; 2" cross bar centers

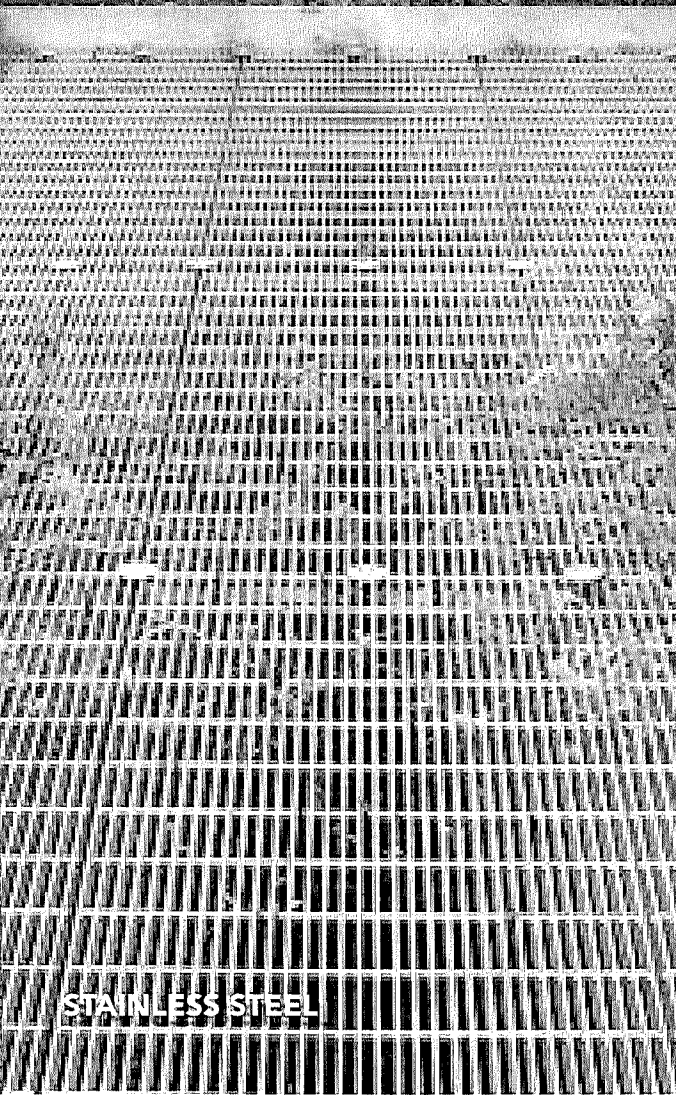


PIER 62/63

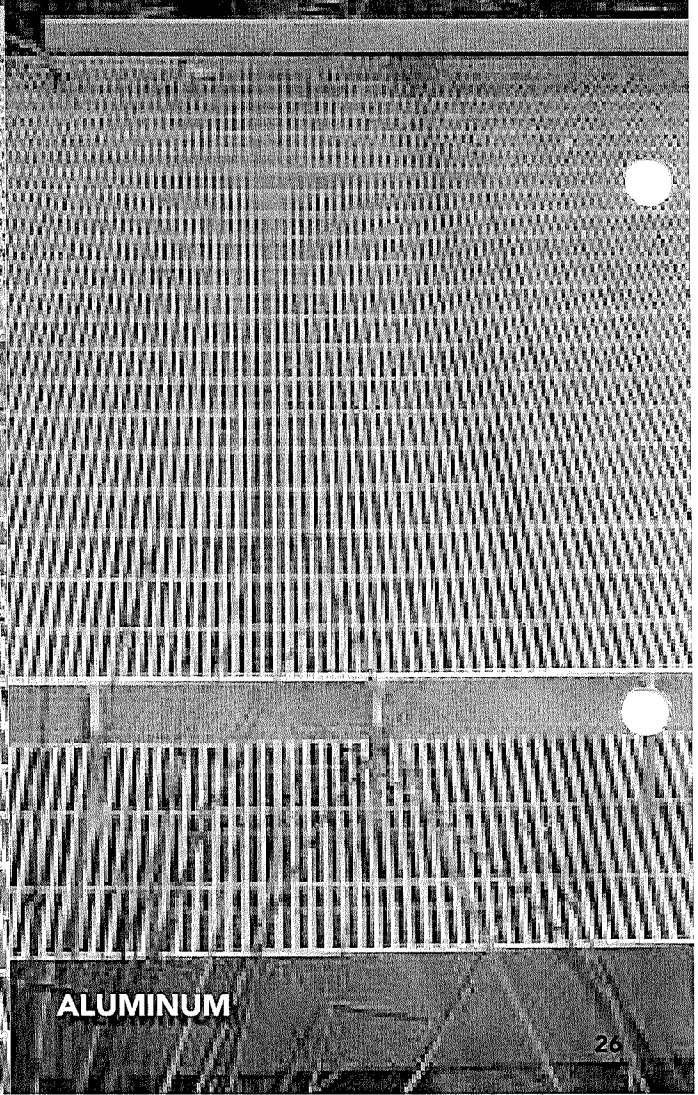
GRATING MATERIALS OPTIONS



UNTREATED CARBON STEEL



STAINLESS STEEL



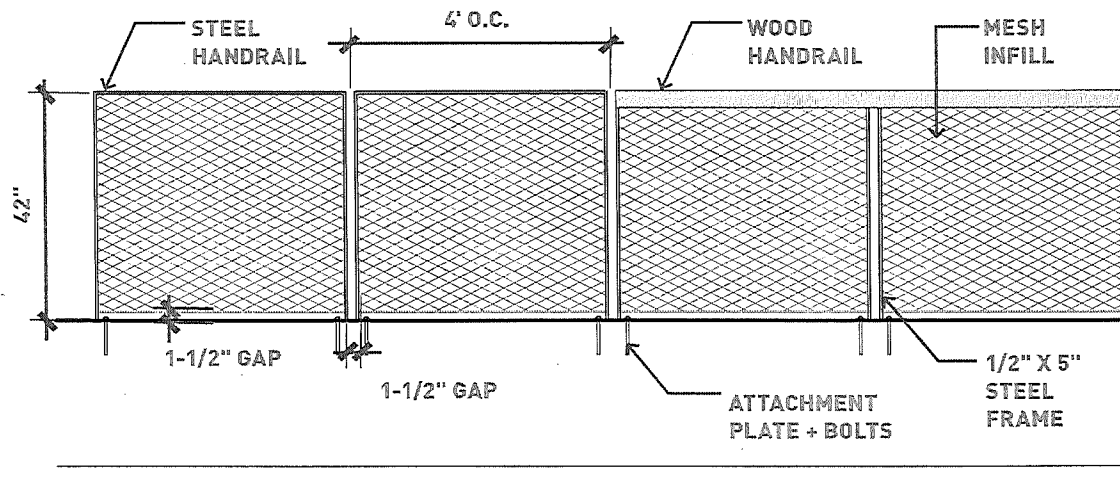
ALUMINUM

PIER 62/63

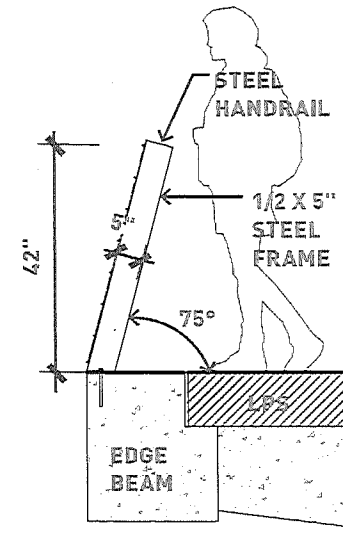
CONCRETE DECK - PLANK TEXTURE

PIER 62/63

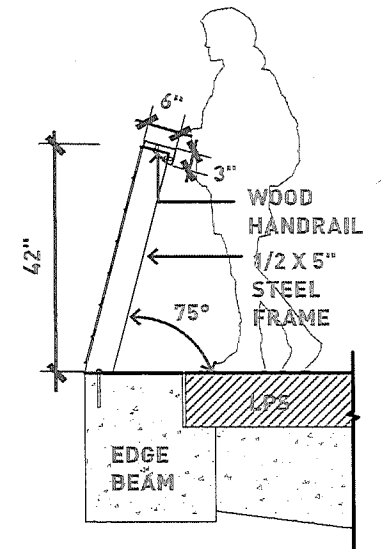
RAILINGS



ELEVATION



SECTION - W/O WOOD HANDRAIL



SECTION - W/ WOOD HANDRAIL

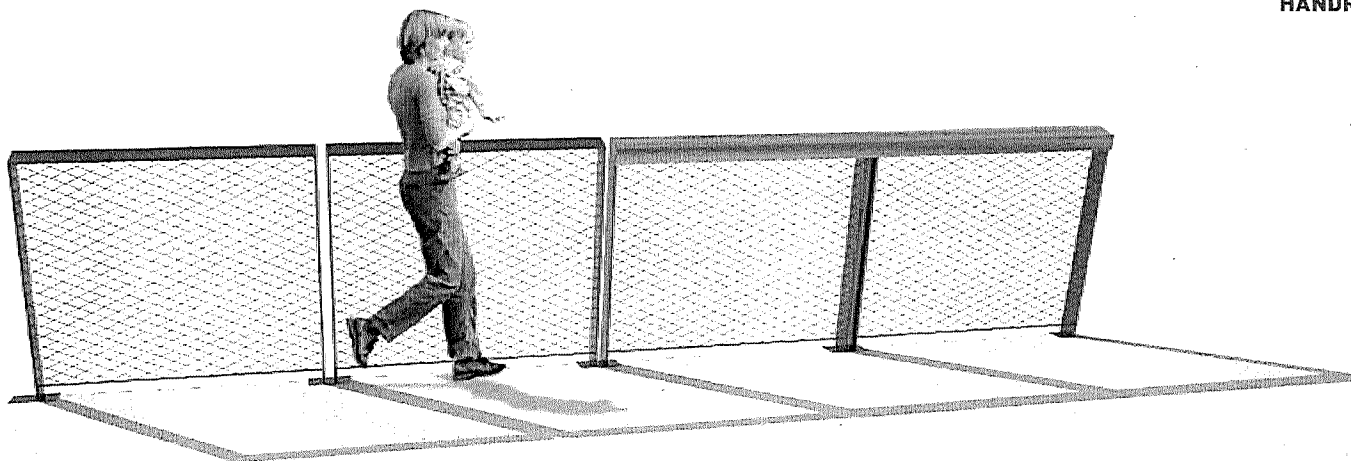


Exhibit C

Seattle Parks and Recreation – Acceptance of Gifts and Donor Recognition

Policy (DPP 060-P 2.13.1)

Department Policy & Procedure (DRAFT 5/20/02)



Subject: ACCEPTANCE OF GIFTS AND DONOR RECOGNITION		Number 060-P 2.13.1
		May 20, 2002
		Supersedes July 18, 1977 and replaces 060-P1.4.2 Donor Recognition 7/6/95
Approved:	Department: Parks & Recreation	Page 1 of 9

1.0 PREAMBLE

Seattle Parks and Recreation gratefully accepts gifts and donations from private individuals and entities that support the programs and services the Department provides to the public. This policy supersedes the 1997 policy; lays out the review process for deciding whether and under what circumstances to accept a gift; creates a record-keeping mechanism; and sets forth guidelines for donor recognition.

2.0 PURPOSE:

To establish a policy, criteria, guidelines and procedures for the acceptance of gifts, and for recognition by Seattle Parks and Recreation of donors of private gifts.

3.0 ORGANIZATIONS AFFECTED

- 3.1 Seattle Parks and Recreation
- 3.2 Seattle Board of Park Commissioners
- 3.3 Advisory Councils
- 3.4 Associated Recreation Council

4.0 REFERENCES

- 4.1 Guide to Gifts for Parks and Recreation (Gift Catalog)
- 4.2 Design Standards - Seattle Parks and Recreation
- 4.3 Department Current List of Unfunded Needs
- 4.4 Design Guidelines for Plaques
- 4.5 Policy and Procedure on Placement and Maintenance of Visual Artwork on Seattle Parks and Recreation Property, 060 P2.14
- 4.6 Policy and Procedure on Corporate Sponsorships

4.7 Policy and Procedure on Park Naming

5.0 POLICY

5.1 It is the policy of Seattle Parks and Recreation :

- 5.1.1 To encourage and facilitate public and private gifts, bequests, and such contributions that enhance, beautify, improve, supplement, support, or otherwise benefit the park and recreation system.
- 5.1.2 To accept only those gifts that are consistent with the mission and policies of SEATTLE PARKS AND RECREATION.
- 5.1.3 To accept only those gifts given with the full understanding that they become the property of the Department and are subject to the laws, policies and procedures that govern Parks.
- 5.1.4 To accept gifts from private individuals, for-profit corporations, not-for-profit organizations and public entities which:
 - 5.1.4.1 Are given with no contingencies other than that they be used for a specific program, activity or area of programming or activity. (Gifts from corporate donors who have a corporate sponsorship requirement fall under the Corporate Sponsorship Policy.);
 - 5.1.4.2 Bear no emblem of, or reference to, firearms, tobacco, alcohol, or pornography; and
 - 5.1.4.3 The Department is not obligated to replace if the gift is stolen, vandalized, worn out, irreparably damaged or destroyed.
- 5.1.5 To discourage donations that are memorial in nature by emphasizing that the park system exists to meet the recreational and stewardship needs of park users.
- 5.1.6 To recognize donors in a manner consistent with Department goals.
- 5.1.7 To protect the open space and greensward areas as the foundation of the Seattle Park System, and to limit donor recognition objects in those areas to benches, trees, and plant materials. Benches should be placed only where placement is deemed a park or recreational necessity as determined by guidelines developed, monitored, and evaluated by Department-designated landscape architects.
- 5.1.8 To limit plaques and visible recognition objects to areas of the park system recognized as "built" environments, i.e., benches, picnic tables, buildings, play areas, ballfields, tennis courts, etc.
- 5.1.9 To limit as much as possible all gifts and recognition objects in "built" environments to items that complement those environments, e.g., murals for buildings; turf/rebar/ sand/play

equipment for play areas; turf/backstops/bleachers for ballfields; nets/posts for tennis courts; backboards/nets/scoreboards for basketball courts.

5.1.10 To limit the number of donor recognition projects that involve decorative tiles, pavers, and artwork that require mounting on walls, concrete, or any other surface that enhances the “gray” and detracts from the “green” characteristics of our parks. Such projects should require at least 50% support from property owners within one block of the park boundaries and a written commitment from a representative community organization to assume responsibility for all associated costs and repairs.

5.1.11 To ensure that all plaques are consistent with Seattle Parks And Recreation Design Guidelines for Plaques.

6.0 DEFINITIONS

6.1 Department is Seattle Parks and Recreation.

6.2 Superintendent is the Superintendent of Seattle Parks and Recreation.

6.3 Gifts are all gifts, bequests, or donations to include but not be limited to endowments, real property, structures or portions of structures; money or negotiable securities; materials; equipment, flora, or fauna; improvements to facilities or land; statues, monuments, sculptures, murals and other works of art; plaques, graphics and/or signs; or recreation and cultural arts program instruction, equipment and supplies.

6.4 Donor Recognition Object is a physical object placed in a park to acknowledge a gift donor.

6.5 Parks and Recreation Operations (PRO) is a committee whose functions include review and recommendation on acceptance or rejection of gifts and donor recognition objects offered to the Department.

6.6 Project Steering is a committee whose functions include review and ratification of PRO's recommendation to the Superintendent on acceptance or rejection of gifts and donor recognition objects offered to the Department.

6.7 Gift Needs Inventory is a list of identified Department operational and capital needs which would make appropriate gifts.

6.8 Commission is the Seattle Arts Commission (SAC).

6.9 Donor is a private, for-profit company, non-profit organization, or public agency wishing to donate funds or objects to the Department.

6.10 Donor Recognition Project is a proposal and plan for placing a donor recognition object at a park or park facility.

7.0 RESPONSIBILITY

7.1 The Superintendent makes the final decision on acceptance of gifts and donor recognition objects, subject only to the limitations of his office under existing City ordinances.

- 7.1.1 The Superintendent may decline proposed gifts or donor recognition objects which are limited by special restrictions, conditions or covenants, which pose extreme budgetary obligations on the Department, or which, in the opinion of the Superintendent, may not be in the best interest of the park system and/or the citizens of Seattle.
- 7.1.2 The Superintendent may determine the life expectancy of gifts; their appropriateness, usefulness and continued value to the park system and to the City; and their retention, relocation, modification, improvement, return to donor, transfer, trade, sale, donation to other agency, or other disposition.
- 7.1.3 Donors are responsible for the total financial costs of donor recognition objects and their installation. The Department is under no obligation to replace stolen, vandalized, irreparably damaged or destroyed recognition objects.
- 7.2 PRO is responsible for:
 - 7.2.1 Generating a "Gift Needs Inventory" and reviewing it for currency once a year.
(Please see 5.5 above.)
 - 7.2.2 Reviewing all gift and donor recognition proposals, and making disposition recommendations on them for ratification by Project Steering.

Reviewing all proposals for gifts and donor recognition objects that are works of art, as defined in the Policy and Procedure on Placement and Maintenance of Visual Artwork on Seattle Parks and Recreation Property.
 - 7.2.3 Assigning staff assistance where necessary.
 - 7.2.4 Scheduling gift and donor recognition proposals on the PRO agenda.
 - 7.2.5 Maintaining the Gift Proposal log and file.
 - 7.2.6 Composing for the Superintendent's signature receipt letters and letters of acceptance or rejection.
 - 7.2.7 Approving installation plans related to gifts and donor recognition objects accepted by the Department.
 - 7.2.8 Making implementation assignments where appropriate.
 - 7.2.9 Maintaining and updating the Gift Needs Inventory.
- 7.3 The Facilities Maintenance Division is responsible for:

Maintaining an inventory, by location, of all gifts and recognition objects accepted by the Department.
- 7.4 The Board of Park Commissioners is responsible for:

Reviewing proposals for gifts and donor recognition objects referred to it, and for making
recommendations on acceptance to the Superintendent.

Project Steering is responsible for:

Reviewing and making a recommendation on complex or controversial proposals submitted by PRO.

7.5 All Parks and Recreation employees are responsible for:

Documenting any gift or donor recognition proposal received and relaying it through the reporting structure to the Superintendent's Office for submittal to PRO.

8.0 PROCEDURE

8.1 PRO places on its agenda each proposal for a gift and donor recognition object made to the Department, using the Gift Form (*see Appendix A*).

8.2 Applications for consideration of a recognition object are made in writing to the Superintendent of Parks and Recreation. Design, text, and materials must be in accord with Seattle Parks and Recreation Design Standards 10420.01. Recognition objects that are accepted become the property of the Department and are subject to the laws, policies, and procedures that govern park property.

8.3 PRO assigns each proposal a log number and enters it into the Gift Proposal Log.

8.3.1 Log numbers are composed of the last two digits of the proposal year, plus the digits representing the month and additional digits representing the chronological order in which they were received within the month. For example, the first proposal received in October 2001 would be 01-10-01.

8.3.2 Items are arranged in chronological order within the log.

8.4 PRO prepares for the Superintendent's signature receipt letters to potential donors.

8.5 Processing of proposals for specific gifts, excluding works of art:

8.5.1 The Superintendent makes the acceptance decision on any gift or donor recognition proposal requiring an immediate response, such as:

--Live animals

--Perishable supplies

8.5.2 PRO reviews proposals for specific gifts not requiring immediate disposition.

8.5.2.1 In cases where PRO determines there is need for additional information on the proposal, it reschedules the proposal on a future agenda and designates appropriate staff to obtain the additional information.

8.5.2.2 In cases where PRO believes an unacceptable proposal might benefit from revision, it designates staff to work with the potential donor to develop a more acceptable proposal for consideration.

8.5.3 PRO, with the Superintendent's concurrence, makes a recommendation on acceptance of each proposal of a gift or donor recognition object, except those requiring an immediate response.

8.5.3.1 In cases where PRO believes a gift or donor recognition proposal will have a major impact on the park system, it refers the proposal to the Board of Park Commissioners for review and recommendation before making its own recommendation.

8.5.3.2 PRO makes recommendations based on these criteria:

--consistency with Parks and Recreation's mission

--consistency with Parks and Recreation design standards

--acceptable impact on the budget in terms of installation costs, utilities costs, and operation and maintenance costs.

8.6 Processing of proposals for works of art:

The Chair of PRO processes all gifts of art according to the procedures outlined in Section 6.4 of the Policy and Procedure on Placement and Maintenance of Visual Artwork on Seattle Parks and Recreation Property.

8.7 Processing of proposals for non-specified gifts:

8.7.1 PRO is responsible for:

8.7.1.1 Advising the prospective donor on possible appropriate gifts based on the Gift Needs Inventory;

8.7.1.2 Helping the prospective donor develop an acceptable gift proposal.

8.7.1.3 Scheduling the developed proposal for review and disposition decision according to the procedure in Section 7.5.2.

8.7 Post-Disposition processing of Gift Proposals

8.7.1 Accepted gift proposals:

8.7.1.1 PRO prepares a gift acceptance letter for the Superintendent's signature.

8.7.1.2 PRO enters in the Gift Log the disposition decision and the send date of the gift acceptance letter.

8.7.1.3 PRO updates the Gift Needs Inventory, if necessary.

- 8.7.1.4 PRO or its designee initiates necessary preparations and arrangements for receipt of the gift (including an approved installation work plan).
- 8.7.1.5 PRO files the gift proposal package in the Gift file by log number under the heading "Accepted."
- 8.7.1.6 PRO monitors all activities connected with receipt and installation of a gift.
- 8.7.2 Rejected gift proposals:
 - 8.7.2.1 PRO prepares a rejection letter for the Superintendent's signature.
 - 8.7.2.2 PRO enters the disposition decision and the send date of the rejection letter into the Gift Proposal Log.
 - 8.7.2.3 PRO files the Gift Proposal package in the Gift file by log number under the heading "Rejected."
- 8.7.3 PRO maintains a cross-reference system to facilitate quick retrieval of information from the Gift proposal file.
- 8.7.4 PRO reviews the Gift Needs Inventory and updates it annually at its first meeting of the chronological year.

Appendix A

SEATTLE PARKS AND RECREATION

**PROPOSAL TO ACCEPT A GIFT OR
APPROVE A DONOR RECOGNITION OBJECT**

Date _____

Log Number _____

FOR PRO USE ONLY Accept Gift _____ Approve Recognition Object _____

Recommendation to ? Accept/Approve ? Decline Date _____

A. Donor Name _____ Office phone _____

Address _____ Home phone _____

City _____ State _____ ZIP _____ E-mail _____

B. GIFT DESCRIPTION: _____

1. FACILITY AND SITE RECOMMENDATION (Attach sketch/map if possible)

a. Name of park or facility _____

b. Proposed location in park or facility _____

2. ESTIMATED COST OF:

a. Gift item..... \$ _____ (Use another sheet

b. Delivery..... \$ _____ for more detailed

c. Site preparation... \$ _____ comments if desired)

1) Installation... \$ _____

2) Utilities..... \$ _____

d. Annual maintenance \$ _____

e. Planning \$ _____

f. Design \$ _____

g. Public Involvement \$ _____

h. Project Management \$ _____

i. Misc/Unforeseen \$ _____

Total \$ _____

3. LIFE EXPECTANCY _____ years

4. OTHER IMPACTS on Department - comments and explanation (contingencies by donor; vandalism, etc) (use reverse side if necessary) _____
5. RECOMMENDED SUPPLIER:
 - a. Firm _____
 Address _____ Phone _____
 City _____ State _____ ZIP _____
6. Appropriateness of plaque for donor recognition? yes ? no
 - a. Required by donor as contingency ? yes ? no

C. RECOMMENDATION ON PROPOSED GIFT:

1. PRO signature _____ Approve Reject
2. Project Steering signature _____ Approve Reject
3. Superintendent signature _____ Approve Reject

Parks and Recreation Form # 2.13.15

LIST OF TYPICAL GIFTS, 1992 - 2002

Bicycles, exercise machines to community centers
 Carpet to a community center
 Cash to a community center for holiday party, egg hunt, scholarship fund, trophies
 Copiers, computers, file cabinets to community centers
 Display case to Carkeek EEC
 Electric scoreboard to a community center
 Equipment--sailboard rigs, sailboards, drysuits, racing shells, oars, sailboats, sails--to Mt. Baker
 Fish food to the Aquarium
 Fish to Aquarium
 Fish to Japanese Garden
 Food to a community center
 Japanese lantern for the Japanese Garden
 Megaphones to rowing and sailing center
 Office chair for a community center
 Piano for a community center
 Software to a program (i.e., Late Night)
 Table tennis tables to a community center
 Tables and chairs for a program
 Tickets to a community center
 Toys and prizes to community centers for parties
 Trash cans to parks
 Trees to Japanese Garden
 Van to a community center
 VCRs, TVs for community centers

Seattle Department of Transportation

Alaskan Way Main Corridor

BCL/Program Name:	Major Projects	BCL/Program Code:	19002
Project Type:	New Facility	Start Date:	Q1/2013
Project ID:	TC367330	End Date:	Q1/2021
Location:	Various		
Neighborhood Plan:	In more than one Plan	Council District:	7
Neighborhood District:	In more than one District	Urban Village:	In more than one Urban Village

This project designs and constructs the rebuilt Alaskan Way/Elliott Way surface streets and the adjoining pedestrian promenade along the Seattle waterfront following the demolition of the Alaskan Way Viaduct. The State of Washington is in the process of building a deep bore tunnel to replace the Alaskan Way Viaduct (Viaduct), which is part of State Route (SR) 99. State Route 99 is currently planned to be relocated from the Viaduct into the tunnel. The State is responsible for demolishing the Viaduct and decommissioning the Battery Street tunnel. The City of Seattle is responsible for the Alaskan Way/Elliott Way surface street and the promenade. The project also includes replacement of and improvements to four key connections impacted by the Viaduct removal, namely Seneca Street, Columbia Street, and the Marion Street and Lenora pedestrian bridges. This project is part of the overall waterfront improvement program.

	LTD Actuals	2015 Rev	2016	2017	2018	2019	2020	2021	Total
Revenue Sources									
Real Estate Excise Tax II	0	1,530	((4,840)) <u>340</u>	0	200	300	500	0	((4,370)) <u>2,870</u>
Street Vacations -CRSU	0	0	((2,300)) <u>1,300</u>	0	0	0	0	0	((2,300)) <u>1,300</u>
Street Vacations - SVF	0	0	1,543	0	0	0	0	0	1,543
Private Funding/Donations	0	0	0	2,000	15,808	13,876	6,316	0	38,000
State Grant Funds	11,928	21,813	12,646	28,659	81,686	54,307	9,569	1,000	221,607
User Fees	0	0	3,000	3,070	2,530	0	0	0	8,600
Commercial Parking Tax	3,835	2,246	0	0	0	0	0	0	6,081
To be determined	0	0	0	0	615	615	25	0	1,255
Transportation Bond Funds	0	0	0	6,407	6,691	7,260	1,392	716	22,466
Interfund Loan	17,283	(798)	0	0	0	0	0	0	16,485
Local Improvement District Bonds	0	0	0	600	4,820	3,783	9,256	1,128	19,587
2015 Multipurpose LTGO Bond Fund	0	7,396	0	0	0	0	0	0	7,396
Seawall Levy	2,459	3,138	((0)) <u>(300)</u>	0	0	0	0	0	((5,597)) <u>5,297</u>
2016 Multipurpose LTGO Bond Fund	0	0	18,721	0	0	0	0	0	18,721
Total:	35,506	35,324	((40,050)) <u>37,250</u>	40,736	112,350	80,141	27,058	2,844	((374,008)) <u>371,208</u>

* Funds are appropriated through the Adopted Budget at the Budget Control Level. Amounts shown above are in thousands of dollars.

Capital Improvement Program

Fund Appropriations/Allocations

Cumulative Reserve Subfund - Real Estate Excise Tax II Subaccount	0	1,530	((1,840))	0	200	300	500	0	((4,370))
			<u>340</u>						<u>2,870</u>
Cumulative Reserve Subfund - Unrestricted Subaccount	0	0	((2,300))	0	0	0	0	0	((2,300))
			<u>1,300</u>						<u>1,300</u>
Cumulative Reserve Subfund - Street Vacation Subaccount	0	0	1,543	0	0	0	0	0	1,543
Transportation Operating Fund	15,763	24,059	15,646	33,729	100,024	68,183	15,885	1,000	274,288
Future Bond Funds	0	0	0	6,407	6,691	7,260	1,392	716	22,466
Waterfront Lid Lift	17,283	(798)	0	600	4,820	3,783	9,256	1,128	36,072
2015 Multipurpose LTGO Bond Fund	0	7,396	0	0	0	0	0	0	7,396
Alaskan Way Seawall Construction Fund	2,459	3,138	((0))	0	0	0	0	0	((5,597))
			<u>(300)</u>						<u>5,297</u>
2016 Multipurpose LTGO Bond Fund	0	0	18,721	0	0	0	0	0	18,721
Total*:	35,506	35,324	((40,050))	40,736	111,735	79,526	27,033	2,844	((372,753))
			<u>37,250</u>						<u>369,953</u>

O & M Costs (Savings) 0 0 0 0 0 0 0 0 0

Spending Plan by Fund

Cumulative Reserve Subfund - Real Estate Excise Tax II Subaccount	1,530	((1,840))	0	200	300	500	0	((4,370))
		<u>340</u>						<u>2,870</u>
Cumulative Reserve Subfund - Unrestricted Subaccount	0	((2,300))	0	0	0	0	0	((2,300))
		<u>1,300</u>						<u>1,300</u>
Cumulative Reserve Subfund - Street Vacation Subaccount	0	1,543	0	0	0	0	0	1,543
Transportation Operating Fund	16,202	23,546	33,729	100,024	68,183	15,885	1,000	258,569
To Be Determined	0	0	0	615	615	25	0	1,255
Future Bond Funds	0	0	6,407	6,691	7,260	1,392	716	22,466
Waterfront Lid Lift	(1,145)	350	600	4,820	3,783	9,256	1,128	18,792
2015 Multipurpose LTGO Bond Fund	7,394	2	0	0	0	0	0	7,396
Alaskan Way Seawall Construction Fund	839	((2,250))	0	0	0	0	0	((3,089))
		<u>1,950</u>						<u>2,789</u>
2016 Multipurpose LTGO Bond Fund	0	18,721	0	0	0	0	0	18,721
Total:	24,820	((50,552))	40,736	112,350	80,141	27,058	2,844	((338,501))
		<u>47,752</u>						<u>335,701</u>

* Funds are appropriated through the Adopted Budget at the Budget Control Level. Amounts shown above are in thousands of dollars.

Capital Improvement Program

Department of Parks and Recreation

Parks Central Waterfront Piers Rehabilitation

BCL/Program Name:	Docks/Piers/Floats/Seawalls/Shorelines	BCL/Program Code:	K72447
Project Type:	Rehabilitation or Restoration	Start Date:	Q1/2015
Project ID:	K732493	End Date:	TBD
Location:	Alaskan Way		
Neighborhood Plan:	Commercial Core	Council District:	7
Neighborhood District:	Downtown	Urban Village:	Commercial Core

The Waterfront Park and Pier 62/63 are public park facilities that provide public access to Elliott Bay and host a range of public events, markets and performances. Both piers need a full seismic upgrade to meet current life safety codes, and Waterfront Park needs significant access improvements. Waterfront Park is envisioned as a flexible public recreation and open space. Pier 62/63 is anticipated to be more heavily programmed, with a flexible activity rink, events, and performances. The Department of Parks and Recreation (DPR) owns the piers, but the Central Office of the Waterfront Improvement Fund will lead pay for the rehabilitation. The Pier 62/63 Phase 1 Rebuild will be the first element completed in this project, with construction anticipated to begin in 2017. This project is part of the overall waterfront improvement program.

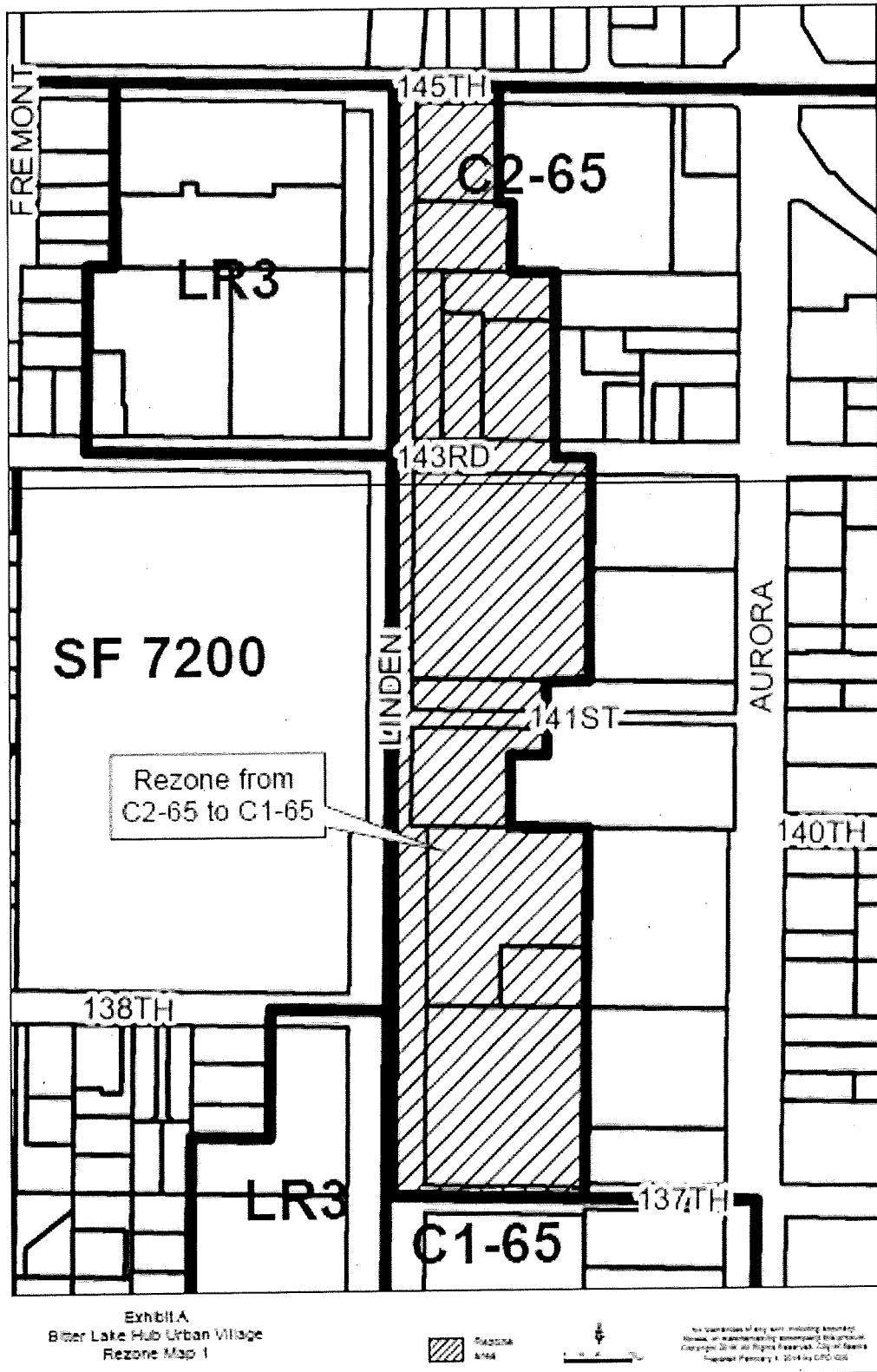
	LTD Actuals	2015 Rev	2016	2017	2018	2019	2020	2021	Total
Revenue Sources									
Real Estate Excise Tax II	0	0	((0))	((3,900))	((1,618))	((1,705))	((3,000))	0	((10,223))
			<u>1,500</u>	<u>900</u>	<u>8,123</u>	<u>1,200</u>	<u>0</u>		<u>11,723</u>
Interfund Loan	0	0	2,147	0	0	0	0	0	2,147
Private Funding/Donations	0	0	0	((1,500))	((7,290))	((1,135))	((3,170))	1,475	14,570
				<u>500</u>	<u>2,700</u>	<u>5,300</u>	<u>4,595</u>		
Seawall Levy	0	0	((400))	1,053	((1,000))	((850))	0	0	((3,003))
			<u>400</u>		<u>1,850</u>	<u>0</u>			<u>3,303</u>
Local Improvement District Bonds	0	0	0	6,290	11,295	30,711	10,005	335	58,636
Street Vacations -CRSU	<u>0</u>	<u>0</u>	<u>1,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,000</u>
State Grant Funds-CRSU	<u>0</u>	<u>0</u>	<u>0</u>	<u>150</u>	<u>450</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>600</u>
Seattle Park District	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,102</u>	<u>3,252</u>	<u>0</u>	<u>4,354</u>
Total:	0	0	((2,247))	((12,743))	((21,203))	((34,404))	((16,175))	1,810	((88,579))
			<u>5,047</u>	<u>8,893</u>	<u>24,418</u>	<u>38,313</u>	<u>17,852</u>		<u>96,333</u>

Att 3 -Parks Central Waterfront Piers Rehabilitation CIP
v2

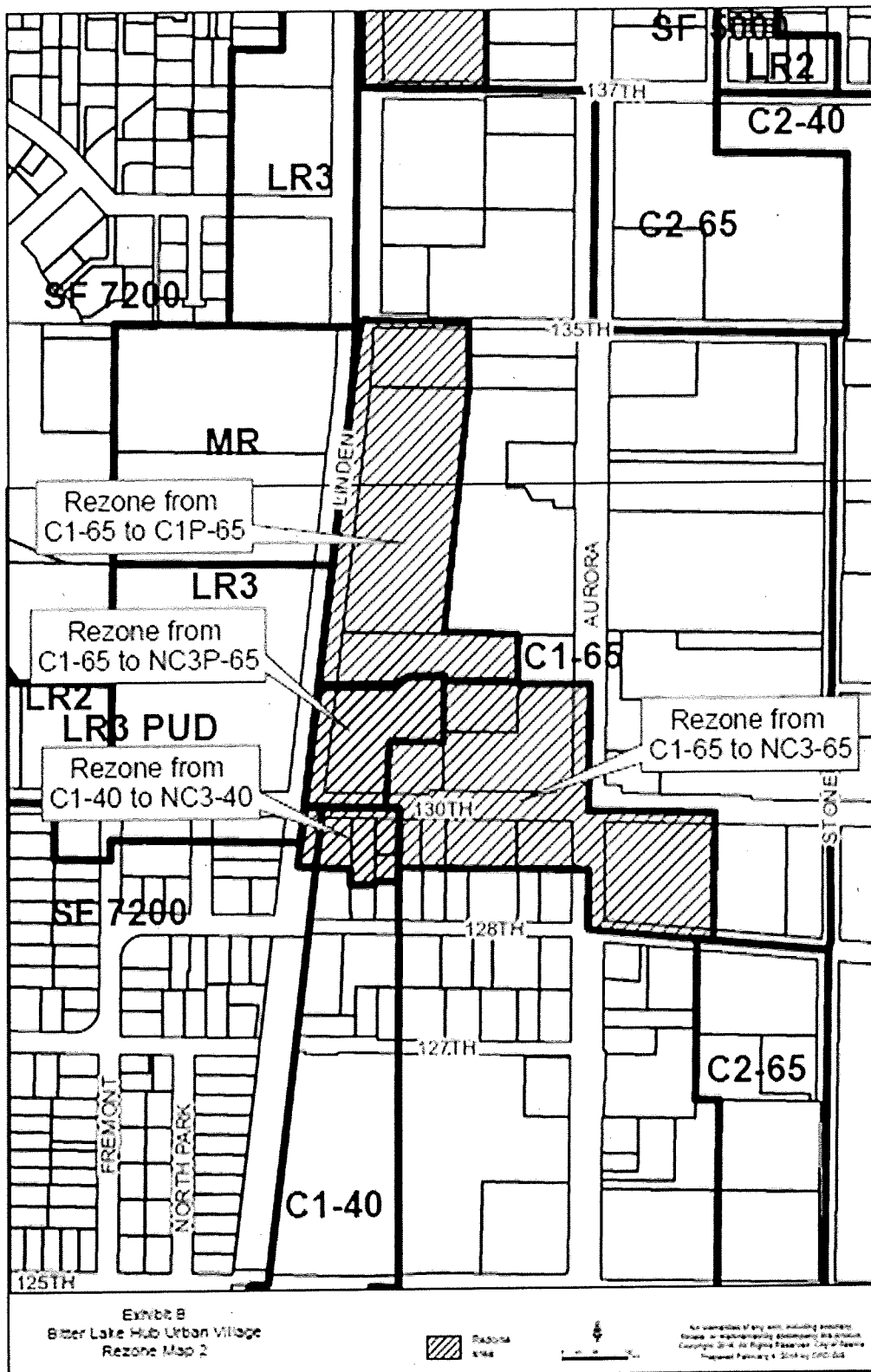
Fund Appropriations/Allocations

Cumulative Reserve	0	0	((0))	((3,900))	((1,618))	((1,705))	((3,000))	0	((40,223))
Subfund - Real Estate			<u>1,500</u>	<u>900</u>	<u>8,123</u>	<u>1,200</u>	<u>0</u>		<u>11,723</u>
Excise Tax II Subaccount									
Central Waterfront	0	0	((2,247))	((8,843))	((19,585))	((32,696))	((13,175))	1,810	((78,356))
Improvement Fund			<u>2,147</u>	<u>6,790</u>	<u>13,995</u>	<u>36,011</u>	<u>14,600</u>		<u>75,353</u>
Cumulative Reserve	<u>0</u>	<u>0</u>	<u>1,000</u>	<u>150</u>	<u>450</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,600</u>
Subfund -Unrestricted									
Subaccount									
Alaskan Way Seawall	<u>0</u>	<u>0</u>	<u>400</u>	<u>1,053</u>	<u>1,850</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3,303</u>
Construction Fund									
Parks Capital Fund	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,102</u>	<u>3,252</u>	<u>0</u>	<u>4,354</u>
Total*:	0	0	((2,247))	((12,743))	((21,203))	((34,401))	((16,175))	1,810	((88,579))
			<u>5,047</u>	<u>8,893</u>	<u>24,418</u>	<u>38,313</u>	<u>17,852</u>		<u>96,333</u>

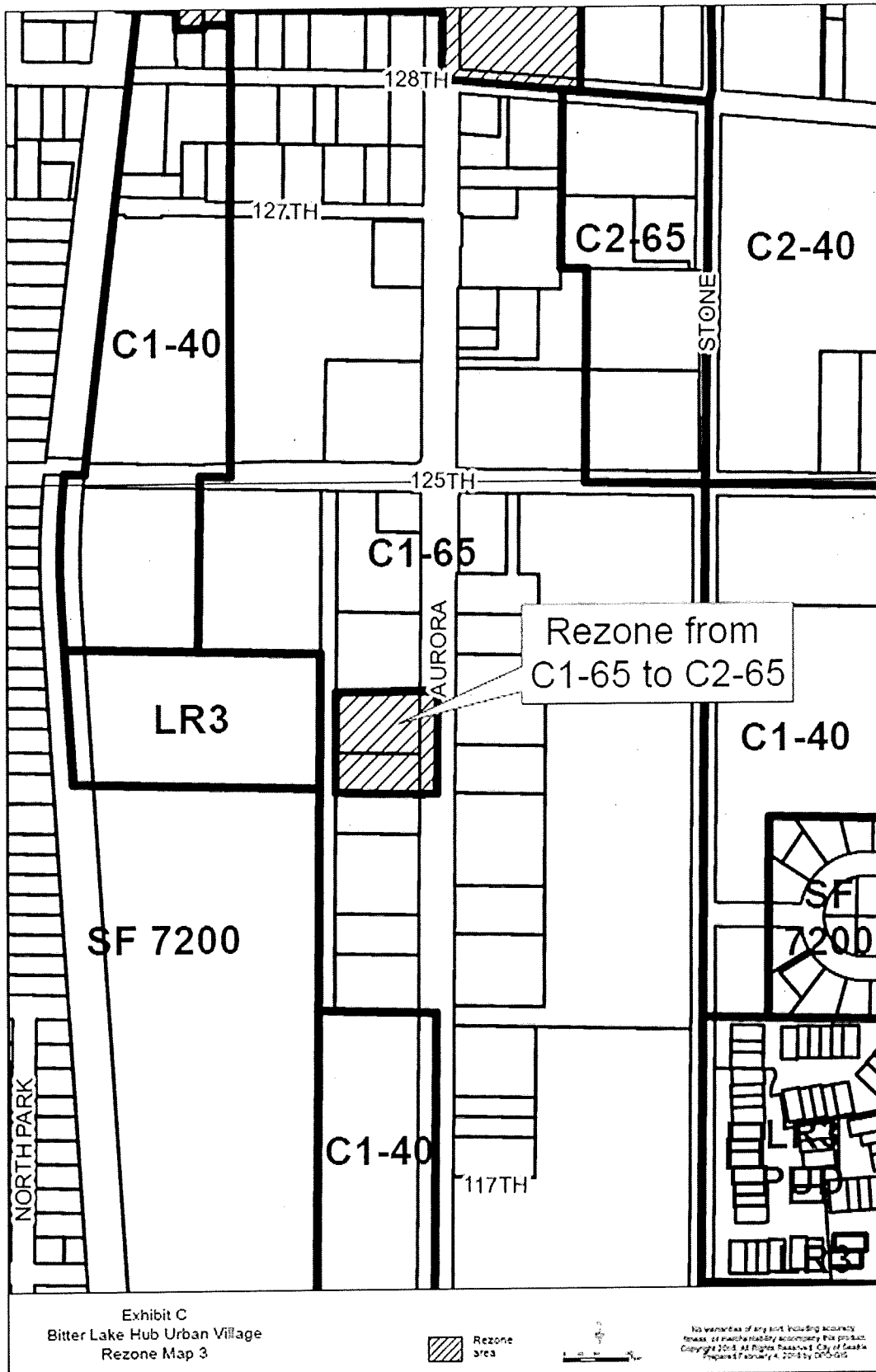
Bitter Lake Village Hub Urban Village Rezone A



Bitter Lake Village Hub Urban Village Rezone B



Bitter Lake Village Hub Urban Village Rezone C



SUMMARY and FISCAL NOTE*

Department:	Contact Person/Phone:	Executive Contact/Phone:
Office of the Waterfront	Dorinda Costa/5-0765	Ann Gorman/5-0190

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to the Central Waterfront Project, authorizing the execution of a Memorandum of Agreement concerning funding for the Parks Central Waterfront Piers Rehabilitation project (K732493) between The City of Seattle and the Friends of Waterfront Seattle; authorizing the Director of the Seattle Department of Transportation to accept non-City funds on behalf of the City; amending Ordinance 124927, which adopted the 2016 Budget, including the 2016-2021 Capital Improvement Program (CIP); changing appropriations to the Seattle Department of Transportation and the Seattle Department of Parks and Recreation; revising allocations for certain projects in the 2016-2021 CIP; and ratifying and confirming certain prior acts.

Summary and background of the Legislation: This legislation revises the 2016 Adopted Budget and 2016-2021 CIP to provide funding to advance the Pier 62/63 Phase 1 Rebuild and authorizes execution of a funding agreement between the City of Seattle and the Friends of Waterfront Seattle.

The Seattle Office of the Waterfront (OW) and the Seattle Department of Parks and Recreation (SPR) are pursuing strategies to rebuild Pier 62/63. Collectively part of the Seattle park system, these piers have long been in need of a full structural rebuild and have been closed to events for the past 12 years. Once home to “Summer Nights on the Pier” and other citywide events, Piers 62 and 63 are critical to the park system and a central aspect of the City’s “Waterfront Seattle” program, which will create 20 acres of new parks, trails and transportation improvements on the Central Waterfront with the removal of the Alaskan Way Viaduct.

The project will replace Pier 62 with new concrete piles and deck surface (*Attachment 2*). The footprint of Pier 62 will remain essentially as it currently is with a small reduction in square footage at the west end; a new floating dock intended for moorage of small boats will be added to the south side of Pier 62. Public art, benches, utilities and lighting are integrated into the design. Additional grating in the near shore environment will be added to both Pier 62 and Pier 63 to provide an improved habitat corridor for fish migration. The rebuilt pier will allow active programming to return to the Piers in partnership with Friends of Waterfront Seattle and other organizations. Although Pier 63 will remain open for passive recreation, it will not be rebuilt until the Pier 62/63 Phase 2 Rebuild, for which planning has not yet begun.

An opportunity has emerged to accelerate timing for the rebuild of Pier 62. In November, after reviewing a number of options, the Seawall team at the Seattle Department of Transportation (SDOT) re-bid a portion of the Seawall contract to complete the Seawall work in Box 1, just

north of the Aquarium and adjacent to Pier 62/63, as opposed to adding that scope of work to the current Seawall construction contract with Mortensen-Manson Joint Venture (MMJV). Including the pier rebuild in the SDOT bid package will reduce overall cost and reduce construction impacts to the neighborhood. It will also:

- Complete reconstruction of a failing SPR asset - The structure of Pier 62/63 was identified as failing in 2004 during a structural inspection. As a result the Pier was closed to “Summer Nights” concerts and other events, a closure that caused much disappointment to City residents at the time. Twelve years later, the pier still has not been rebuilt.
- Leverage private fundraising - The Friends of Waterfront Seattle (Friends) are ready to launch their capital campaign and demonstrate fundraising capacity for the waterfront (they have committed to raise \$100M for the waterfront overall). They have pledged \$8M to the Pier 62/63 Phase 1 Rebuild project, assuming the accelerated project schedule that this legislative package describes. This legislation authorizes execution of an MOA with Friends.
- Avoid future construction cost escalation - As a result of the delays in tunnel construction, which have pushed out OW’s construction timeline, OW’s costs have been escalating. It is possible to rebuild Pier 62/63 early because it is not tied to removal of the viaduct. Rebuilding early would allow OW to avoid added costs.
- Build momentum for the new waterfront - On August 13, 2012, the City Council unanimously adopted Resolution 31399 supporting the Central Waterfront Strategic Plan. The Resolution directed staff to “identify ‘early win’ projects, i.e., projects that can be implemented prior to Alaskan Way Viaduct demolition in order to demonstrate progress in implementing the Central Waterfront program.” Delivering the Pier 62/63 Phase 1 Rebuild would be an “early win” for the new waterfront, demonstrating the City’s commitment to the project and allowing public concerts, recreation, and other park programming to take place again.

The total cost of the Pier 62/63 Phase 1 Rebuild is approximately \$29 million (*Attachment 3*). Design and construction management costs are well below our standard targets due to efficiencies gained by packaging with Seawall and confining the project scope to a basic reconstruction of the pier.

The Pier 62/63 Phase 1 Rebuild is included in the Adopted 2016-2021 CIP as part of the Department of Parks and Recreation’s Parks Central Waterfront Piers Rehabilitation project (K 732493) together with the reconstruction of Waterfront Park. Approximately \$88.6M is currently programmed in the CIP for pier rehabilitation. About \$17.2M of this funding was allocated for Pier 62/63, including an \$8 million philanthropic commitment from the Friends for the project. This funding also included \$5 million of local improvement district (LID) funding, which could not be used for this project on an accelerated schedule

Absent the assumed LID funding, an additional \$16.6 million is required through 2019 to complete the project (*Attachment 4*). This legislation would (1) accelerate existing local funding (REET, Seawall Bond proceeds, and CRS-U) programmed for Pier 62/63, the Alaskan Way Main Corridor and Waterfront Park; and (2) use two new funding sources – \$4.35M from the Seattle Parks District and future grant of \$600,000 to fully fund the project.

Park District Funding

Currently, the Park District financial plan allocates \$3.5M annually for operations and maintenance of Central Waterfront parks starting in 2019, when these facilities were originally expected to open. Given delays in tunnel construction, those facilities will not be open until 2021, allowing SPR the flexibility to reallocate \$7.6M (note that this figure anticipates the accrual of approximately \$600,000 in additional revenues).

This legislation reallocates \$4.4 million of these Park District funds from day-to-day Central Waterfront operations and maintenance to the Pier 62/63 Phase 1 Rebuild in 2019 and 2020, addressing an ongoing major maintenance need that has been deferred for 12 years. This funding, along with the other local sources and \$8M in philanthropy committed to by Friends, will fully fund the project and allow OW to start construction in 2017. \$600,000 of the original Park District funds would be kept in place during 2019 and 2020 to fund maintenance and operations of the new pier.

The remainder of the \$7.6M in Park District funds (\$2.6M) will be reallocated to more fully fund development of the 14 land-banked sites designated in the Park District funding package for 2016-18 revenues. This reallocation will be included in a future budget amendment for SPR's CIP project K730308 – "Develop 14 New Parks at Land-Banked Sites" during the 2017-2018 budget process.

The proposed reallocation of Park District resources has been presented to the Park District Oversight Committee and Board of Park Commissioners, who have expressed support for this shift of funding to support these uses. A resolution concurrent with this legislation has been introduced to the Park District Board to amend the Seattle Park District financial plan to reprogram these funds.

Grant Funding

Parks and the Office of the Waterfront anticipate applying for a Washington State Recreation and Conservation Office (RCO) Boating Facilities Program (BFP) grant later this year to help fund the floating dock that will provide a new public access to Elliott Bay. The City of Seattle has not received a grant through this program in several years, and OW and SPR's research suggests that such an application would be a strong one.

2. CAPITAL IMPROVEMENT PROGRAM

X This legislation creates, funds, or amends a CIP Project.

Project Name:	Project I.D.:	Project Location:	Start Date:	End Date:	Total Cost:
Parks Central Waterfront Piers Reconstruction	K732493	Alaskan Way	Q1/2015	TBD	92,379
Alaskan Way Main Corridor	TC367330	Various	Q1/2013	Q1/2021	371,208

3. SUMMARY OF FINANCIAL IMPLICATIONS

X This legislation has direct financial implications. (

Budget program(s) affected:	Major Projects (19002), Engineering Services (17002), Docks/Piers/Floats/Seawalls/Shorelines (K72447)			
Estimated \$ Appropriation change:	General Fund \$		Other \$	
	2016	2017	2016	2017
			653,000	150,000
Estimated \$ Revenue change:	Revenue to General Fund		Revenue to Other Funds	
	2016	2017	2016	2017
			0	150,000
Positions affected:	No. of Positions		Total FTE Change	
	2016	2017	2016	2017
Other departments affected:	DPR, SDOT			

3.a. Appropriations

X This legislation adds, changes, or deletes appropriations.

Fund Name and number	Dept	Budget Control Level Name/##	2016 Appropriation Change	2017 Estimated Appropriation Change
Cumulative Reserve Subfund - Real Estate Excise Tax II Subaccount	SDOT	Major Projects (19002)	-\$1,500,000	0
	DPR	Docks/Piers/Floats/ Seawalls/ Shorelines (K72447)	\$1,500,000	0
Cumulative Reserve Subfund - Unrestricted Subaccount	SDOT	Major Projects (19002)	-\$1,000,000	0
	DPR	Docks/Piers/Floats/ Seawalls/ Shorelines (K72447)	\$1,000,000	0

Central Waterfront Improvement Fund *	DPR	Docks/Piers/Float s/ Seawalls/ Shorelines (K72447)	-\$100,000	0
Alaskan Way Seawall Construction Fund	SDOT	Major Projects (19002)	-300,000	0
	DPR	Docks/Piers/Float s/ Seawalls/ Shorelines (K72447)	\$400,000	0
Parks Capital Fund (33140)	DPR	Docks/Piers/Float s/ Seawalls/ Shorelines (K72447)	0	\$150,000
Transportation Operating Fund (10310)	SDOT	Engineering Services (17002)	\$653,000	0
TOTAL			\$653,000	\$150,000

*See budget book to obtain the appropriate Budget Control Level for your department.

Appropriations Notes: See Attachment 1 to this document: Summary Detail Table.

Note: * This item increases the appropriation from the Alaskan Way Seawall Construction Fund and decreases the appropriation from the Central Waterfront Improvement Fund to reflect the correct split of resources between the two funds, updating the revenue table in the 2016 Adopted CIP for the Parks Central Waterfront Piers Rehabilitation project (K732493).

3.b. Revenues/Reimbursements

X This legislation adds, changes, or deletes revenues or reimbursements.

Anticipated Revenue/Reimbursement Resulting from this Legislation:

Fund Name and Number	Dept	Revenue Source	2016 Revenue	2017 Estimated Revenue
Parks Capital Fund (33140)	DPR	State Grant Funds	0	\$150,000
TOTAL			0	\$150,000

Revenue/Reimbursement Notes:

This ordinance anticipates a State recreation grant in 2017-2018 for the purpose of constructing the boat dock that will be attached to the pier for small boat access to Elliott Bay. The remainder of grant funds (\$450,000) will be received in 2018.

3.c. Positions

 This legislation adds, changes, or deletes positions.

4. OTHER IMPLICATIONS

- a) **Does the legislation have indirect or long-term financial impacts to the City of Seattle that are not reflected in the above?** Yes. Piers 62/63 is an SPR facility that has been closed to active programming and identified as an asset replacement need for over 12 years. Replacing Pier 62 now will reduce the long-term cost of this replacement and reduce the need for short-term repairs and maintenance. It will also provide an opportunity to return active programming to the pier, allowing it to benefit many more users. Ongoing operations and maintenance both of the Piers and of other Waterfront Parks facilities is funded through the Seattle Park District.
- b) **Is there financial cost or other impacts of not implementing the legislation?** Delaying the replacement of Pier 62 has three long-term financial impacts:
- Construction costs will continue to increase – likely at rates higher than inflation, based on SDOT’s experience over the last decade
 - Higher preventative maintenance costs due to substandard condition of the facility, or the potential need to close the facility to public access
 - Increased financial risk due to potential changes in regulations, design standards and policy goals
- c) **Does this legislation affect any departments besides the originating department?** This legislation affects the Office of the Waterfront (originator of legislation), the Seattle Department of Transportation (lead department for project implementation) and the Department of Parks and Recreation (asset-owning department).
- d) **Is a public hearing required for this legislation?** No.
- e) **Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?** 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?** No.
- h) **Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities?** This legislation is anticipated to have a positive impact on vulnerable and historically disadvantaged communities by providing increased public access to Elliott Bay. The pier would be available to subsistence fishing, which is a common activity on the pier today amongst Seattle’s Southeast Asian communities, as well as to tribes for heritage festivals and other activities. The Office of the Waterfront and Parks are also working with Friends of Waterfront Seattle and other community organizations to continue to provide free programming that engages vulnerable or historically disadvantaged communities in the active programming of the pier; these activities would expand with the rebuilding of the pier.

- i) **If this legislation includes a new initiative or a major programmatic expansion:**
What are the long-term and measurable goals of the program? Please describe how this legislation would help achieve the program's desired goals. This legislation does not include a direct expansion of program services; however, replacement of this facility will allow active programming to return to Pier 62/63 after a twelve-year absence. One of the long-term goals of Waterfront Seattle is to increase access to Elliott Bay for all members of the community, including vulnerable or historically disadvantaged communities. Rebuilding this pier and providing the return of active programming to the pier and the ability of small boats to use the pier will give all Seattle residents and visitors an enhanced opportunity to connect with the bay.

j) **Other Issues:**

List attachments/exhibits below:

- Attachment 1 – Summary Detail Table
- Attachment 2 – Updated Site Plan
- Attachment 3 – Pier 62/63 Phase 1 Rebuild Cost Estimate
- Attachment 4 – Pier 62/63 Phase 1 Rebuild Funding Plan

OW Central Waterfront Pier 62-63 Rebuild Ordinance Summary Detail Table

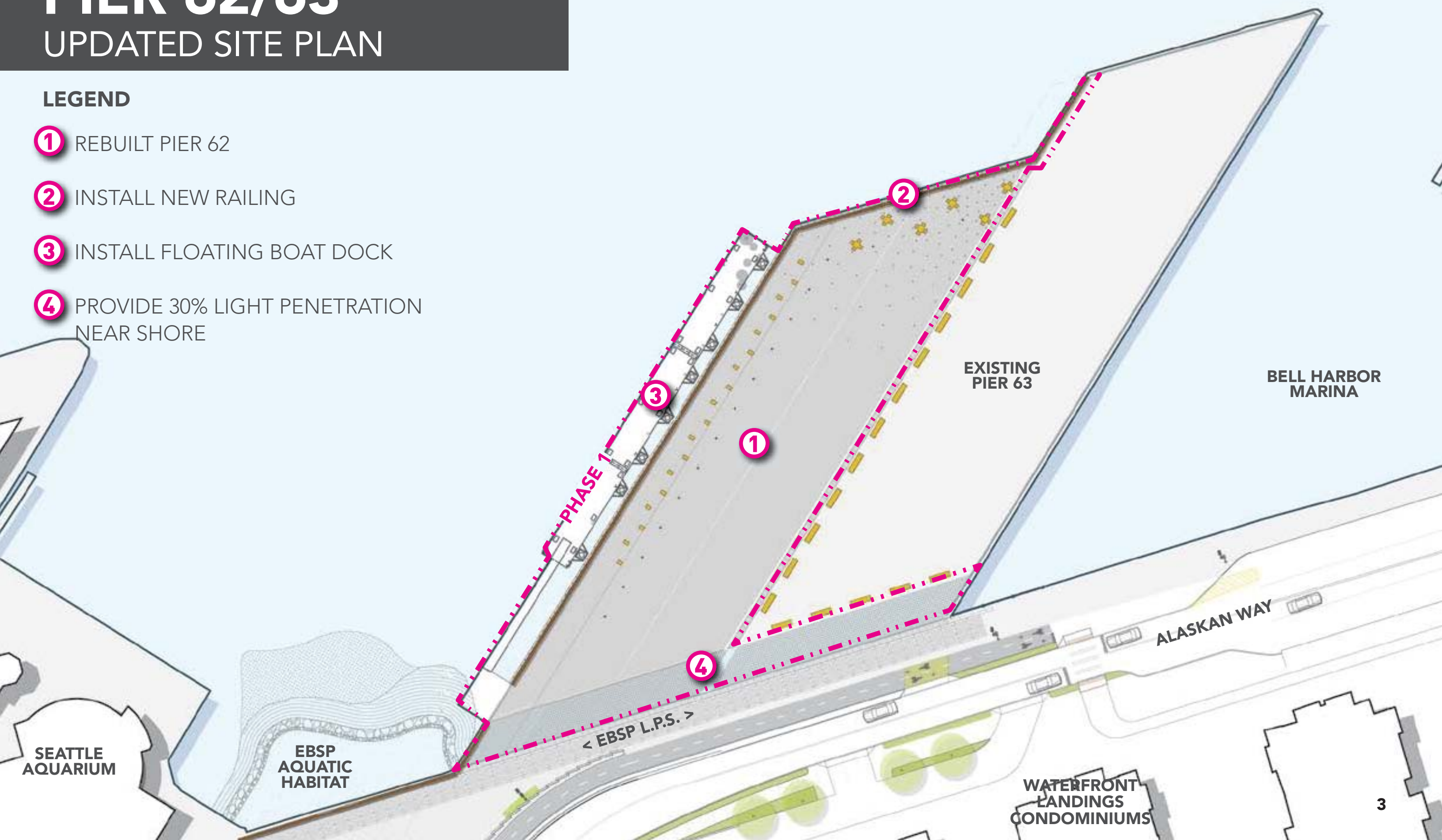
Item	Title/Description	Amount/FTE
	<i>Section 3 – Appropriation Changes – Capital Projects</i>	
	<i>Appropriation Transfers within the Same Funds</i>	
3.1	Transfer funds from SDOT Major Projects BCL to Parks Docks/Piers/Floats/ Seawalls/ Shorelines (Cumulative Reserve Subfund - Real Estate Excise Tax II Subaccount (00161))	\$1,500,000
	This item transfers appropriation authority of \$1,500,000 from SDOT BCL 19002 Major Projects to Parks BCL K72447 Docks/Piers/Floats/ Seawalls/ Shorelines to fund construction of the Pier 62/63 Phase 1 Rebuild element of the Parks Central Waterfront Pier Rehabilitation project.	
3.2	Transfer funds from SDOT Major Projects BCL to Parks Docks/Piers/Floats/ Seawalls/ Shorelines (Cumulative Reserve Subfund - Unrestricted Subaccount (00164))	\$1,000,000
	This item transfers appropriation authority of \$1,000,000 from SDOT BCL 19002 Major Projects to Parks BCL K72447 Docks/Piers/Floats/ Seawalls/ Shorelines to fund construction of the Pier 62/63 Phase 1 Rebuild element of the Parks Central Waterfront Pier Rehabilitation project.	
	<i>Complex Capital Transfers – Between the Seattle Department of Transportation and the Department of Parks and Recreation</i>	
3.3	Transfer funds from SDOT Major Projects BCL to Parks Docks/Piers/Floats/ Seawalls/ Shorelines (Alaskan Way Seawall Construction Fund (35800)); Reduce appropriation from Central Waterfront Improvement Fund (35900)	\$400,000
	This item transfers appropriation authority of \$300,000 from SDOT BCL 19002 Major Projects to Parks BCL K72447 Docks/Piers/Floats/ Seawalls/ Shorelines to fund construction of the Pier 62/63 Phase 1 Rebuild element of the Parks Central Waterfront Pier Rehabilitation project (Alaskan Way Seawall Construction Fund (35800)). It also increases the appropriation from the Alaskan Way Seawall Construction Fund and decreases the appropriation from the Central Waterfront Improvement Fund to reflect the correct split of resources between the two funds from the revenue table in the 2016 Adopted CIP.	
	<i>Section 4 – Appropriation Increases</i>	
4.1	Engineering Services (SDOT, Transportation Operating Fund (10310))	\$653,000
	This item increases reimbursable appropriation authority by \$653,000 to the SDOT Engineering Services BCL. It will fund project management and design staff to oversee the design and construction of the Pier 62/63 Phase 1 Rebuild element of the Parks Central Waterfront Pier Rehabilitation project.	

PIER 62/63

UPDATED SITE PLAN

LEGEND

- ① REBUILT PIER 62
- ② INSTALL NEW RAILING
- ③ INSTALL FLOATING BOAT DOCK
- ④ PROVIDE 30% LIGHT PENETRATION NEAR SHORE



April 6, 2016

60% Design

Select Current Year:

2016

Soft Cost	Target	Estimated	
Construction			
City Construction Admin	8.0%	8.0%	
CM Administration Services	14.0%	10.0%	
Design			
City Design and PM	8.0%	5.1%	
Consultant Design Services	16.0%	9.3%	
Total Soft Cost %	46.0%	32.3%	Estimated Cost
Current Engineer's Estimate (Full Scope)			\$14.38
Sales Tax Eligible			Y
Adjusted EE Sales Tax			\$1.89
Design Allowance %			10.0%
Design Allowance			\$1.44
Adjusted Engineer's Estimate			\$15.82
Midpoint of Construction			2018
Adjusted EE Escalation (2 yrs @ 4%/yr)			\$1.29
Construction Risk %			15.0%
Adjusted EE Construction Risk			\$2.57
Revised Scope Hard Cost (with Escalation and Construction Risk)			\$21.57
City Construction Admin			
1) SDOT Admin	2.0%		\$0.43
2) SDOT Labor Support	2.0%		\$0.43
3) Design Support Services	1.5%		\$0.32
4) Outreach	1.0%		\$0.22
5) Project Direct Expenses	1.5%		\$0.32
City Construction Admin Total	8.0%		\$1.73
CM Administration Services	10.0%		\$2.16
Total Construction Administration Costs	18.0%		\$3.88
Total Construction Cost			\$25.45
Environmental and Permits (Parks lead)			\$0.25
Design Cost Accrued (FY 2015)	0.6%		\$0.12
City Design and Project Management			
1) Parks Design, PM, Admin Staffing	1.2%		\$0.25
2) SDOT Project Management	1.3%		\$0.27
3) SDOT Design and Project Controls Staff	1.1%		\$0.23
4) City Direct Expenses	1.0%		\$0.22
City Design and Project Management Total	4.5%		\$0.97
Consultant Design Services	9.3%		\$2.00
Total Design Costs	14.3%		\$3.09
Total Project Cost			\$28.79

Notes:

- No additional contingency beyond Design Allowance and Construction Risk Allowance.
- CM Administration estimate needs to be refined.
- Parks costs for environmental, permitting, design, project management and administration need to be refined.
- Does not include owner furnished items - furniture, benches, etc. Does not include art installation.
- Assumes 36 month project duration.
- Assumes piles are galvanized with anodes installed.

Existing Funding	2016	2017	2018	2019	2020	Total
Local Improvement District (P62/63) ¹	-	-	2.00	3.00	-	5.00
Philanthropy (P62/63)	-	1.00	7.00	-	-	8.00
REET (P62/63)	-	3.90	0.32	-	-	4.22
REET (unspent for Main Corridor)	1.50	-	-	-	-	1.50
REET (WF Park)			1.30	1.70	3.00	6.00
Subtotal - REET	1.50	3.90	1.62	1.70	3.00	11.72
Voted Seawall Bond Measure (WF Park)	0.10					0.10
Voted Seawall Bond Measure (Pier Environmental)		1.05	1.00	0.85		2.90
Voted Seawall Bond Measure (carry-forward)	0.30					0.30
Subtotal - Seawall Bonds	0.40	1.05	1.00	0.85	-	3.30
Street Vacations - CRS-U (Main Corridor)	1.00	-	-	-	-	1.00
Total	2.90	5.95	11.62	5.55	3.00	29.02
Amount available (after LID funding removed)						24.02

Updated Cost Estimate **\$ 28.79**

Revised Annual Funding scenario	2016	2017	2018	2019	2020	2021	Total
Philanthropy	-	0.50	2.20	5.30			8.00
REET							
REET (P62-63)		-	4.20			0.02	4.22
REET (unspent - from Main Corridor)	0.15	1.20	0.15				1.50
REET (accelerated - from WF Park)			4.80	1.20			6.00
Subtotal - REET	0.15	1.20	9.15	1.20	-	0.02	11.72
Voted Seawall Bond Measure ²							
2016 WF Park appropriation	0.10	-					0.10
Carryforward Pier 62/63 and WF Park	0.30	-					0.30
Pier Environmental		1.05	1.10	0.75			2.90
Subtotal - Seawall Bonds	0.40	1.05	1.10	0.75			3.30
Street Vacations - CRS-U (Main Corridor)	1.00						1.00
State Recreation Grant (new)		0.15	0.45				0.60
MPD funding (new) ³				1.10	3.25		4.35
Total	1.55	2.90	12.90	8.35	3.25	0.02	28.97

Notes:

All funds currently programmed in CIP except for State Recreation grant and MPD funding

1 - LID funds cannot be used on accelerated Pier 62/63. Funds will be shifted to Waterfront Park.

2 - Final Seawall Bond sale in 2016. Speeds up use of bond proceeds.

3 - Reserves \$2.6 million for acquisition fund and \$600k for P62/63 O&M.

STATE OF WASHINGTON – KING COUNTY

--SS.

340356
CITY OF SEATTLE CLERKS OFFICE

No. 125088,89,90,91,92

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

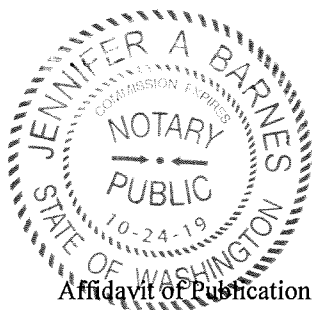
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:TITLE ONLY ORDINANCES

was published on

08/08/16

The amount of the fee charged for the foregoing publication is the sum of \$ 111.65, which amount has been paid in full.



Affidavit of Publication

A handwritten signature in dark ink, appearing to be "M. D. C.", written over a horizontal line.

Subscribed and sworn to before me on

08/08/2016

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

Title Only Ordinances

The full text of the following legislation, passed by the City Council on July 25, 2016 and published below by title only, will be mailed upon request, or can be accessed at <http://clerk.seattle.gov>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>.

Ordinance 125088

Council Bill 118726

AN ORDINANCE relating to the Mercer Arena; authorizing the Director of the Seattle Center Department to execute a third amendment to the Mercer Arena Ground Lease between the City of Seattle and Seattle Opera; and lifting a budget proviso.

Ordinance 125089

Council Bill 118730

AN ORDINANCE relating to the Central Waterfront Project, authorizing the execution of a Memorandum of Agreement concerning funding for the Parks Central Waterfront Piers Rehabilitation project (K732493) between The City of Seattle and the Friends of Waterfront Seattle; authorizing the Director of the Seattle Department of Transportation to accept non-City funds on behalf of the City; amending Ordinance 124927, which adopted the 2016 Budget, including the 2016-2021 Capital Improvement Program (CIP); changing appropriations to the Seattle Department of Transportation and the Seattle Department of Parks and Recreation; revising allocations for certain projects in the 2016-2021 CIP; and ratifying and confirming certain prior acts.

Ordinance 125090

Council Bill 118734

AN ORDINANCE granting SP Greenwood LLC permission to construct and maintain a public art installation on a portion of 1st Avenue Northwest, southwest of the intersection with Northwest 85th Street, for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

Ordinance 125091

Council Bill 118735

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the execution of a Partnership Agreement for the Activation and Programming of Westlake Park and Occidental Square; and ratifying and confirming certain prior acts.

Ordinance 125092

Council Bill 118738

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof. Resolution 31678

Date of publication in the Seattle Daily Journal of Commerce, August 8, 2016.

8/8(3-40356)