



SEATTLE CITY COUNCIL

Legislative Summary

CB 118774

Record No.: CB 118774

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125140

In Control: City Clerk

File Created: 07/27/2016

Final Action: 09/29/2016

Title: AN ORDINANCE related to Seattle Public Utilities; authorizing the Director of Seattle Public Utilities to enter into an Interlocal Agreement with the Port of Seattle to serve as an operating agreement between Seattle Public Utilities and the Port of Seattle Drainage Utility including code modifications to exclude all Port-owned properties from the requirement to pay City stormwater and drainage fees; terminating the 1997 stormwater credit from the City to the Port; accepting a settlement payment from the Port of Seattle; containing details related to ownership and maintenance of infrastructure, authorities and responsibilities, system interconnections, access, coordination and dispute resolution; amending Section 21.33.030 of the Seattle Municipal Code; and ratifying and confirming certain prior acts.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Herbold

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att 1 – Port of Seattle-City of Seattle ILA, Att 1 Ex A – List of Parcels Removed from SPU Drainage Billing, Att 1 Ex B - City-Port of Seattle Drainage System Connections, Att 1 Ex C - Stormwater Infrastructure Ownership Resolution, Att 1 Ex C Att 1 - Current Ownership Shilshole Bay Marina, Att 1 Ex C Att 2 - Current Ownership Terminal 91, Att 1 Ex C Att 3 - Terminal 115 Easement Needed, Att 1 Ex C Att 4 - Easements to be Resolved, Att 1 Ex D - Example Connection Agreement

Drafter: bob.hennessey@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	08/02/2016	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 08/02/2016 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 08/05/2016 sent for review Civil Rights, Utilities, Economic Development, and Arts Committee
Action Text: The Council Bill (CB) was sent for review. to the Civil Rights, Utilities, Economic Development, and Arts Committee
Notes:
- 1 Full Council 09/06/2016 referred Civil Rights, Utilities, Economic Development, and Arts Committee
- 1 Civil Rights, Utilities, Economic Development, and Arts Committee 09/16/2016 pass Pass
Action Text: The Committee recommends that Full Council pass the Council Bill (CB).
Notes:
In Favor: 1 Chair Herbold
Opposed: 0
- 1 Full Council 09/26/2016 passed Pass
Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:
Notes:
In Favor: 9 Councilmember Bagshaw, Councilmember Burgess, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien, Councilmember Sawant
Opposed: 0
- 1 City Clerk 09/28/2016 submitted for Mayor's signature Mayor
- 1 Mayor 09/29/2016 Signed
Action Text: The Council Bill (CB) was Signed.
Notes:
- 1 Mayor 09/29/2016 returned City Clerk
Action Text: The Council Bill (CB) was returned. to the City Clerk
Notes:
- 1 City Clerk 09/29/2016 attested by City Clerk
Action Text: The Ordinance (Ord) was attested by City Clerk.
Notes:
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CITY OF SEATTLE

ORDINANCE 125140

COUNCIL BILL 118774

AN ORDINANCE related to Seattle Public Utilities; authorizing the Director of Seattle Public Utilities to enter into an Interlocal Agreement with the Port of Seattle to serve as an operating agreement between Seattle Public Utilities and the Port of Seattle Drainage Utility including code modifications to exclude all Port-owned properties from the requirement to pay City stormwater and drainage fees; terminating the 1997 stormwater credit from the City to the Port; accepting a settlement payment from the Port of Seattle; containing details related to ownership and maintenance of infrastructure, authorities and responsibilities, system interconnections, access, coordination and dispute resolution; amending Section 21.33.030 of the Seattle Municipal Code; and ratifying and confirming certain prior acts.

WHEREAS, on January 1, 2015, the Port of Seattle (Port) established a stormwater utility for Port-owned land within Seattle city limits as defined in the Port Stormwater Utility Charter; and

WHEREAS, The City of Seattle (City) must modify subsection 21.33.030.A of the Seattle Municipal Code to exclude all Port-owned property from the requirement to pay City stormwater and drainage fees; and

WHEREAS, in consideration for the City's release of claims against the Port for the creation and existence of the Port's Stormwater Utility, the Port will pay Seattle Public Utilities \$3.99 million; and

WHEREAS, the City and Port have agreed to terminate a \$100,000 credit from a January 1997 Interlocal Agreement; and

WHEREAS, the City passed Ordinance 124912 to include the Port-owned stormwater utility under utility taxes; and

WHEREAS, the City and Port recognize a need for ongoing cooperation and coordination related to operating separate but interconnected drainage utilities, and as Permittees under the

1 Phase I Municipal Stormwater Permit have a duty to coordinate stormwater-related
2 policies, programs and projects with physically interconnected municipal storm sewer
3 systems, NOW, THEREFORE,

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

5 Section 1. The Director of Seattle Public Utilities is authorized to execute an Interlocal
6 Agreement that is substantially similar to the attachments attached hereto as Attachments 1 and
7 2, to serve as the operating agreement between SPU and the Port of Seattle Stormwater Utility.

8 Section 2. The Director of Seattle Public Utilities is authorize to accept, on behalf of the
9 City, \$3.99 million to be deposited in the Drainage and Wastewater Fund #44010.

10 Section 3. Section 3 of the January 17, 1997 Interlocal Agreement between the City of
11 Seattle and Port of Seattle pertaining to the \$100,000 annual credit from the City to the Port for
12 in-kind services is terminated.

13 Section 4. Subsection 21.33.030.A of the Seattle Municipal Code, which section was last
14 amended by Ordinance 124801, is amended as follows:

15 **21.33.030 Drainage service charges and drainage rates—Schedule—Exemptions**

16 A. A drainage service charge is imposed on every parcel within the City, and the
17 owner(s) thereof, except for the following exempted property(ies):

18 1. The portion of a parcel that contains houseboats or piers that extend beyond the
19 shoreline, as delineated by Geographic Information Systems (GIS) data;

20 2. That portion of a parcel that is submerged. If the parcel is entirely submerged,
21 the entire parcel is exempt. If a portion of the parcel is submerged, only the submerged part will
22 be exempt and the remainder of the parcel shall be billed as all other properties;

23 3. City streets;

1 4. State of Washington highways, so long as the State of Washington shall agree
2 to maintain, construct, and improve all drainage facilities associated with State highways as
3 required by the Utility in conformance with all Utility standards for maintenance, construction
4 and improvement hereafter established by the Utility and so far as such maintenance,
5 construction, and improvements shall be achieved at no cost to the Utility or to the City; and

6 5. All other streets, so long as such streets provide drainage services in the same
7 manner as City streets and the owner(s) shall agree to maintain, construct, and improve all
8 drainage facilities associated with such streets as required by the Utility in conformance with all
9 Utility standards for maintenance, construction and improvement, hereafter established by the
10 Utility and so far as such maintenance, construction and improvements, shall be achieved at no
11 cost to the Utility or to the City.

12 6. Effective January 1, 2013, that portion of a parcel containing a riparian corridor
13 that contains highly infiltrative pervious surface and meeting all qualification criteria established
14 by the Utility by Director's Rule under Section 3.32.020 (~~of the Seattle Municipal Code~~). The
15 Utility may consider Geographic Information System data and any other information determined
16 necessary in identifying qualifying riparian corridors.

17 7. Effective January 1, 2013, that portion of a parcel containing an island that
18 contains highly infiltrative pervious surface and less than ten percent impervious surface area.
19 The Utility may consider Geographic Information System data and any other information
20 determined necessary in identifying qualifying islands.

21 8. Effective upon the date set by Director's Rule, but no later than January 1,
22 2014, that portion of a parcel containing a wetland that meets all qualification criteria as
23 established by the Utility by Director's Rule under Section 3.32.020 (~~of the Seattle Municipal~~

1 Code)). The Director's Rule shall also establish administrative schedules and procedures for
2 demonstrating initial and ongoing compliance with exemption criteria. For the 2014 billing year
3 only, the Utility will accept applications and supporting exemption qualification documentation
4 specified in the Director's Rule through May 15, 2014 as a basis for an adjustment to the 2014
5 drainage service charge for a particular parcel. Applications and supporting qualification
6 documentation submitted after May 15, 2014 will be considered for future billing years under
7 ((SMC)) subsection 21.33.070.A. The Utility may consider Geographic Information System data
8 and any other necessary information in identifying qualifying wetlands.

9 9. Effective January 1, 2015, the City may, by interagency agreement signed by
10 the Director of Seattle Public Utilities, waive the drainage service charge for parcels owned by
11 public entities operating a stormwater utility within City limits.

12 Section 5. Any act consistent with the authority of this ordinance taken prior to its
13 effective date is ratified and confirmed.

1 Section 6. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

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

7 

8 President _____ of the City Council

9 Approved by me this 29th day of September, 2016.

10 

11 Edward B. Murray, Mayor

12 Filed by me this 29th day of September, 2016.

13 

14 Monica Martinez Simmons, City Clerk

15 (Seal)

16
17
18 Attachments:

19 Attachment 1 – Port of Seattle-City of Seattle Interlocal Agreement

20 Exhibit A – List of Port Parcels Removed from SPU Drainage Billing

21 Exhibit B – City-Port of Seattle Drainage System Connections

- 1 Exhibit C – Stormwater Infrastructure Ownership Resolution and Seattle Public Utilities
- 2 Easements Needed from the Port of Seattle
- 3 Attachment 1 – Current Ownership Shilshole Bay Marina
- 4 Attachment 2 – Current Ownership Terminal 91
- 5 Attachment 3 – Terminal 115 Easement Needed
- 6 Attachment 4 – Easements to be Resolved
- 7 Exhibit D – Example Connection Agreement
- 8

**PORT OF SEATTLE–CITY OF SEATTLE
INTERLOCAL AGREEMENT
REGARDING STORMWATER UTILITY OPERATIONS
Seattle Public Utilities Agreement Number 15-083A**

This Interlocal Agreement (“ILA”) is made and entered into by the City of Seattle (“City”) and the Port of Seattle (“Port”), jointly referred to as “the Parties.” The effective date of this ILA is _____, 2016.

RECITALS

WHEREAS, the City’s Seattle Public Utilities (“SPU”) operates the City’s stormwater utility; and

WHEREAS, on January 1, 2015 the Port established a stormwater utility pursuant to RCW 53.08040, RCW 53.08.043 and other statutes which serves Port-owned land within the City limits as defined in the Port Stormwater Utility Charter approved by the Port Commission on November 25, 2014; and

WHEREAS, the City and the Port desire to enter into an Interlocal Agreement pursuant to RCW Ch. 39.34, and subject to City Council and Port Commission approval, that will serve as the operating agreement between the two utilities; and

WHEREAS, both the City and the Port are Permittees under the Phase I Municipal Stormwater Permit, pursuant to which both the City (under S5.C.3) and the Port (under S6.B) have a duty to coordinate stormwater-related policies, programs and projects within physically interconnected municipal separate storm sewer systems (MS4), and the Parties intend to address those requirements in part through this ILA; and

WHEREAS, the City and the Port recognize that interconnections between the two drainage utilities were constructed over a long period of time prior to the current land ownership, stormwater regulations, code requirements, and permits; and that the Parties accept stormwater flow from one another;

WHEREAS, the City and Port acknowledge that the control and regulation of stormwater has become increasingly stringent;

WHEREAS, the City and the Port agree that ongoing cooperation and exchange of information is in both of their best interests;

NOW THEREFORE, in consideration of the foregoing recitals, the Parties hereby agree as follows:

1. Cessation of Payment of SPU Drainage Fees on Port-owned Land.

1.1 The City recognizes the Port's authority to create and operate a stormwater utility under RCW 53.08.043 and 35.67.020. The City will modify the municipal code to expressly exclude all Port-owned property from the requirement to pay City stormwater and drainage fees after January 1, 2015. Exhibit A is a listing of the affected Port-owned property. SPU has removed the Port-owned property listed in Exhibit A from its drainage fee billing system.

1.1.1 Within 30 days after acquiring or disposing of property located within the City limits, the Port shall provide written notice to the City's Designated Representative identified in Section 6 regarding the ownership change, and shall annually update Exhibit A reflecting the change. Additions and deletions from Exhibit A shall not be deemed amendments to this ILA, and do not require written approval of the Parties.

1.2 When the Port disposes of property located within the City limits, the Port shall inform the new owner that, after sale, the property will be subject to the City's stormwater and drainage fees and rates.

1.3 Release of Claims. The City agrees to release any and all claims against the Port based on the alleged invalidity of the creation or existence of the Port's Stormwater Utility, or the Utility's authority to establish and assess rates, charges, fees or terms and conditions of service, and hereby covenants not to bring suit against the Port with respect to any such claim. The City's release of claims under this paragraph survives the termination of this agreement. Provided that, with respect to any utility service furnished by the Port's Stormwater Utility to the City (i.e., for property that the City leases from the Port), the City retains its rights as a customer or user to challenge the rates, charges, fees or terms and conditions of service applied to it by the Port.

1.4 Indemnification. The Port agrees to indemnify and hold harmless the City for any claims made against it based on (1) the alleged invalidity of the creation or existence of the Port's Stormwater Utility; (2) the Port Utility's authority to establish and assess rates, charges, fees or terms and conditions of service; (3) all additional terms of this ILA, other than those specified under this paragraph, and (4) the Port agrees to indemnify, hold harmless and defend the City for any claims made against it based on sections 1.1., 1.1.1, 1.2, 1.3, 1.5 and 1.6 of this ILA. The Port's indemnification under this paragraph, except for (3) of this paragraph, survives the termination of this agreement.

1.5 Consideration. In consideration for the release and settlement of all claims, and the other benefits to the Port that the City has provided in this ILA, the Port will pay to SPU \$3.993 million within thirty (30) days after signing this ILA.

1.6 On January 17, 1997, the City and the Port entered into an “Interlocal Agreement between the City of Seattle and the Port of Seattle” (the “January 1997 ILA”). Section 3 of the January 1997 ILA concerned a \$100,000 credit from the City to the Port on the annual drainage fee for in-kind services. Since this credit is no longer relevant or necessary, Section 3 of the January 1997 ILA is terminated.

2. Ownership and Maintenance of Drainage Pipes and Other Stormwater Facilities

2.1 The Parties have worked together to document, to the extent possible at this time, the physical location and ownership status of those stormwater systems and structures on or adjacent to Port property that interconnect with City of Seattle’s stormwater systems and structures, including proposed, active or abandoned portions of the stormwater systems. The result of this work is series of maps is known as the “Seaport Stormwater and City of Seattle Connections Map Books” (hereafter - “the SW Map Books”) and Exhibit B: City-Port of Seattle Drainage System Connection Table. This contains a comprehensive list of stormwater connections between the Port and the City, with status of issues that need resolution.

2.1.1 The Parties are committed to keeping the SW Map Books and City-Port of Seattle Drainage System Connection Table updated as a means to document location and ownership information, as well as the resolution of location and ownership disputes. Each Party shall maintain and update a copy of the SW Map Book throughout the year.

2.1.2 The Designated Representatives shall annually exchange their most current SW Map Books to assure that they remain consistent, and update the City-Port of Seattle Drainage System Connection Table. This exchange and update shall be coordinated with the annual meeting provided for in Section 8.1 of this ILA.

2.2 This mapping process has revealed that there are stormwater structures whose ownership status or precise location is unknown or disputed. The Parties recognize that infrastructure ownership questions exist and could arise in the future.

2.3 Specific structures with ownership questions were identified during the development of the SW Map Books for this ILA. The proposed ownership and agreed upon process and timeline for resolving these known issues is contained in Exhibit C.

2.4 The Parties agree to establish the following process for resolving future ownership status and location disputes:

2.4.1 Either Party may propose an ownership or location designation, and present the supporting information for that designation to the other Party at any time.

2.4.2 If the other Party disagrees with the proposed designation, it shall respond to the designation proposal by providing its supporting documents and information within six (6) months

2.4.3 If after the exchange of information and records, the Parties cannot reach agreement on the designation, then the Parties will utilize the Dispute Resolution process outlined in Section 8.4.

2.5 Where the Parties' MS4 drainage pipes interconnect, unless otherwise agreed upon and described in an agreement, the Parties agree that pipe ownership shall transfer at the point of connection, and that the "downstream" pipe owner shall own the connection point structure. The connection point shall typically be the first structure such as a maintenance hole or pipe that serves the downstream MS4. The "downstream" pipe shall be the pipe that carries the flow from the point of connection towards the point of discharge to the receiving water. This designation for transfer of ownership applies regardless of the boundaries of the surrounding property.

2.6 Each Party shall maintain its respective pipes and facilities in compliance with applicable City of Seattle Code requirements, the Phase I Municipal Stormwater Permit and any other applicable laws. The Port and the City are held to the same requirements.

3. City Municipal Authorities and Responsibilities

3.1 The City manages its drainage system and water quality within its jurisdiction through the Stormwater Code (SMC 22.800-808), Side Sewer Code (SMA Ch. 21.16 et seq.), Grading Code (SMC 22.170.010-250), and implementation of the City's Phase I Municipal Stormwater Permit.

3.2 The City has the authority to enforce all City ordinances, rules, and regulations including, but not limited to those governing non-stormwater discharges, construction phase stormwater pollution prevention measures, and post-construction stormwater management for new development and redevelopment. These authorities are not affected or diminished by the Port establishing and operating a stormwater utility on its property.

3.3 The Parties agree that prompt coordination about water quality inspections, investigations, spills and potential enforcement actions is desirable, and in certain situations, required by the Stormwater Code.

3.3.1 When a Party becomes aware that a violation of City Code may exist on Port property or in adjacent receiving waters, they will promptly notify the other Party by phone or email.

3.3.2 Any spills arising from the operations of the Port's Stormwater Utility or otherwise coming from Port property and entering the City's public drainage system, or discharging directly to receiving waters are required per codes in Section 3.1 to be reported to the City's Operations Response Center within 24 hours.

3.3.3 Spills to the Port's system are required to be reported to the Port's spill hotline (206-787-3350) within 24 hours.

3.3.4 The Party receiving the notification will promptly respond to the other Party by phone or email.

3.3.5 The City understands the Port's desire to work with tenants to address potential violations. The City will notify the Port of any potential enforcement actions relating to its tenants at least 48 hours prior to issuing notices of corrective action needed and notices of violation, as well as copy the Port on any such notices to the practical extent that the City has current information about Port tenants and locations. The City shall contact the designated representative regarding contact information for tenants.

3.3.6 If the City is responding to an emergency situation, the 48-hour notification by the City to the Port in Section 3.3.5 will not apply.

4. City Connections to the Port Drainage System and Utility

4.1 The Port is developing a Stormwater Connection Agreement to allow property owners and drainage system operators who are located outside of the Port Service Area to connect to and use Port Stormwater Facilities under specified terms and conditions (example in Exhibit D).

4.2 Some Port properties have industrial National Pollutant Discharge Elimination System (NPDES) permits with effluent standards and benchmarks. Industrial permit holders must meet effluent standards at designated point(s). Discharges of stormwater or other sources can contribute to an industrial permit holder not meeting their benchmark requirements. Municipal NPDES permits (MS4) have different requirements than industrial permits and do not contain effluent standards and benchmarks.

4.2.1 Exhibit B identifies those connection points where the City discharges stormwater into Port-owned facilities that are subject to NPDES effluent standards and benchmark levels (i.e., column marked 'COS discharge to Port pipe with a discharge limit or requirement'). The Designated Representatives shall annually exchange any revisions to Exhibit B to correct or update the list of current connection points. This annual exchange shall be coordinated with the annual meeting provided for in Section 8.1 of the ILA.

4.3 For existing connections from the City drainage system to the Port drainage system, the City will not be required to enter into a Stormwater Connection Agreement.

4.3.1 The City is required to follow all municipal codes and requirements listed in Section 3.1.

4.3.2 The City does not intend for municipal stormwater discharge to create problems for the Port. Should either party become aware that a City connection is causing or could cause a problem for the Port, the party will promptly notify the other by phone or email. The party receiving the notice shall respond promptly. The Parties agree to work cooperatively to define the problem by sharing data, identifying potential solutions, costs, and cost allocation, and other pertinent information for resolving the issues.

4.3.3 The City does not intend that current or future municipal stormwater discharge into the Port stormwater infrastructure will impact the ability of the Port or Port tenants to achieve effluent standards or benchmarks requirements. If either Party identifies through quantitative data that City discharge is causing or contributing a site-specific benchmark to be exceeded, the Parties agree to notify one another and work cooperatively to identify solutions. The Parties recognize that solutions must be determined quickly due to the short time allowed to resolve Corrective Actions under industrial stormwater permits.

4.3.4 The resolution will be mutually agreeable. The City agrees to resolve its proportional contribution to these site-specific documented problems through options such as discharge diversion and treatment which may include contributing proportionally to the cost of treatment needed to reach benchmarks.

4.3.5 If the Parties cannot reach timely agreement on solutions to documented problems identified in Section 4.3.2 and 4.3.3, the Parties agree to use the Dispute Resolution process in Section 8.4. The Port or Port tenants may also use the City claims process to submit for damages.

4.4 The City does not intend to create new connections with Port, particularly to infrastructure on sites with industrial NPDES permits. However, should any new connections be needed or required, the City will enter into a Stormwater Connection Agreement with the Port (example shown in Exhibit D.)

4.5 In specific locations where the City leases property from the Port, the City will be a customer of the Port Stormwater Utility and is obligated to pay the related rates and charges.

4.6 The Port will not charge the City stormwater rates and charges except administrative fees as noted above for any new connections and for property that the City leases from the Port.

4.7 If Port property is being redeveloped, particularly sites with current or anticipated industrial permits, the Parties will work together to identify the feasibility of diverting municipal drainage away from Port infrastructure.

5. Property Access for Stormwater Systems

5.1 The Parties agree to work together to identify and define those areas where one Party's pipes or infrastructure are located on the other Party's property or in right of way without documented authorization that could include an easement, permit or other necessary approval. For infrastructure without the appropriate documented authorization at the time this ILA is signed, the Parties will strive to complete all required documentation by December 31, 2018. For areas identified after this ILA is signed, the Party needing an easement, permit or other necessary approval will proactively work to obtain the documented authorization within two years of identifying the need for the documented authorization.

5.2 The Parties agree to work together to identify existing easements with insufficient or inadequate terms and conditions, and to prepare appropriate amendments to correct the deficiencies. Until these existing easements can be amended, when a Party requires access for the purpose of maintaining pipes and facilities located on or under the other Party's property, the Parties agree that the generic guidelines listed below shall be used, unless the property owner provides alternative site-specific requirements:

5.2.1 Exhibit C identifies easements that SPU needs to obtain from the Port and a timeline.

5.3 Provide as much notice as practical prior to mobilizing to the site:

5.3.1 For Port property, notice shall be given by calling the Port's Marine Maintenance 24/7 dispatch 206-787-3350. The City may require the Port or Port tenants to move equipment and containers in order to access facilities and maintenance holes.

5.3.2 For access within City right of way, the Port shall follow conditions and notifications as required by the Seattle Department of Transportation. If Port access requires connection with the City drainage system, notice shall also be given by calling SPU's 24/7 Operations Control Center 206-386-1800.

5.3.3 On Port property, City staff or its contractors will be in City vehicles with City identification

5.3.4 For secure Port properties, City staff or its contractors shall either have TWIC credentials; or be accompanied by a Port or tenant escort with TWIC credentials, and in accordance with TWIC regulations.

5.3.5 For emergencies, the Parties will work together to coordinate access as quickly as possible. The Parties recognize that critical and after hours responses to protect infrastructure and natural resources may require immediate access without advance coordination. The Parties may need to work together to meet regulatory emergency requirements.

6. Designated Representatives

6.1 The Director of SPU shall designate a Representative and an Alternate Representative.

6.2 The Port's Stormwater Utility Director shall designate a Representative and an Alternate Representative.

6.3 Each Party may change its Designated Representative at any time, with thirty days written notice to the other Party.

7. Confidentiality and Use of Information.

7.1 Confidential Information. From time to time, the Parties may either (1) elect to disclose or transmit confidential information to each other, or (2) be under a duty

to disclose confidential information. Confidential information may be disclosed to or transferred among the Parties orally or in writing or by any other appropriate means of communication. Written communication that a party deems confidential shall be marked “confidential” by that Party.

7.2 Compelled Disclosure. Both Parties are public agencies subject to Washington’s Public Disclosure Act. If confidential information becomes the subject of a Public Disclosure Act request, or an administrative or judicial order requiring disclosure, the Party may satisfy its confidentiality obligations under this ILA by notifying the other Party of the substance of the request or order at least five (5) business days prior to any such required disclosure.

8. Ongoing Communication and Dispute Resolution.

8.1 The Parties shall maintain open communications throughout the year to flag potential issues with stormwater runoff and the terms of this Agreement. The Designated Representatives, and other legal and technical staff as deemed necessary, shall meet annually to discuss matters pertaining to this ILA, including but not limited to: operation of the interconnected utility systems; exchange of GIS shape files or other documents to confirm ownership of the interconnected stormwater systems; updates to Exhibits A and B; policy and technical areas of concern; status of property rights documentation; the control of pollutants between the two stormwater systems; coordination with NW Seaport Alliance; and any other plans, policies and regulations related to stormwater management proposed by the Parties and other items as identified by the Parties.

8.2 The Designated Representatives, and other legal or technical staff as deemed necessary, will schedule and implement regular telephone calls or in-person meetings to address and resolve any issues related to implementation of this ILA. The Parties will set the call and meeting schedule as necessary to accomplish the goals of this ILA.

8.3 The Parties shall conduct a comprehensive evaluation of the ILA every five years. Should NPDES permit changes require modifications to this ILA, the Parties may shorten the review schedule to account for those changes in a timely way.

8.4 Every effort will be made to resolve disputes amicably first at the Designated Representative level. Disagreements that cannot be resolved at the Designated Representative level shall be elevated to the SPU Director and the Port’s Stormwater Utility Director. If and when there is a disagreement between the Parties concerning any aspect of this ILA that cannot be resolved after good faith negotiation by the Parties, either Party may request appointment of a neutral mediator from a professional mediation service to resolve the dispute. Such request shall be a condition precedent to resorting to other remedies that either Party may have. The mediator shall be selected by common agreement and the Parties shall share the responsibility for paying the fees of the mediator. Each Party shall pay its own internal costs for participating in

the mediation process. The entire mediation process shall last no longer than fourteen (14) days, starting with the request for appointment of the mediator. Participation in this dispute resolution process shall not imply any waiver of legal claims.

9. Utility Tax. The City has amended its drainage utility tax ordinance, SMC 5.48.050, so that the tax will apply to revenues from the Port's stormwater utility. The tax rate applicable to the Port's Stormwater Utility as defined in SMC 5.48.050 is the same as the corresponding rate applied to the City's drainage utility.

10. No Admission of Liability. A Party's agreement to and compliance with this ILA shall not be considered an admission of liability, or a waiver of any right or defense by either Party.

11. Enforceability by Third Parties. This ILA is not intended for the benefit of any person or entity not a signatory to this ILA, and is not enforceable by any third party.

12. Amendment and Termination. Except as provided below, this ILA may be amended or terminated only in writing by the approval of both Parties. Such amendments shall become effective on the date of signature by both Parties, or at such time as is stated in the amendment.

12.1 Additions and deletions from Exhibits A and B shall not be deemed amendments to this ILA, and do not require written approval of the Parties.

12.2 .Either Party may terminate this Agreement upon 30 days' written notice to the other if: (1) the other Party materially defaults in performing its obligations under this Agreement and does not commence to cure the default within 30 days after receiving written notice of the default and does not diligently proceed to fully cure the default; or (2) if compliance with this Agreement becomes impossible due to: changes in the Municipal Stormwater NPDES permit issued to the Port or to the City of Seattle; or to changes to any local, state or federal law, and the parties are unable to satisfactorily amend the agreement to address the impossibility within a reasonable time; or other changed circumstances; or (3) the Port ceases to operate a stormwater utility under RCW 53.08.043, RCW 35.67.010 and RCW 35.67.020.

12.3 Paragraphs 1.3 (release of claims), 1.4 indemnification (except for (3) in paragraph 1.4) and 1.5 (covenant not to sue) are not subject to the termination provisions of paragraph 13.2. Paragraphs 1.3, 1.4 and 1.5 describe obligations of the parties that survive the termination of any other provisions of this agreement.

13. Severability. If any provision of this ILA is deemed invalid or unenforceable, the balance of the ILA shall remain in full force and effect.

14. Counterparts. This ILA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

15. Governing Law. This ILA shall be construed under and in accordance with laws of the state of Washington and venue shall lie in King County Superior Court.

16. Entire Agreement. This ILA, including documents incorporated by reference, constitutes the entire understanding of the Parties with respect to its subject matter.

IN WITNESS WHEREOF, the Parties hereto enter into this ILA. Each person signing this ILA represents and warrants that he or she has been duly authorized to enter into this ILA by the municipal corporation on whose behalf the person is signing.

CITY OF SEATTLE

PORT OF SEATTLE

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

List of Exhibits

Exhibit A: List of Port Parcels Removed from SPU Drainage Billing

Exhibit B: City-Port of Seattle Drainage System Connection Table

**Exhibit C: Stormwater Infrastructure Ownership Resolution and SPU Easements Needed
from the Port of Seattle**

Exhibit D: Example Connection Agreement

Att 1 Ex A – List of Parcels Removed from SPU Drainage Billing
V1a

Exhibit A

The following table contains the Property Identification Number (PIN) for parcels from which the Port of Seattle collects stormwater utility fees. This list is current as of April 2016.

PIN	PIN	PIN	PIN	PIN
213000046	7666201601	7666702059	7666702520	7671800060
468000050	7666201605	7666702060	7666702525	7671800136
1125039068	7666201620	7666702071	7666702550	7671800138
1327300005	7666201715	7666702080	7666702560	7987400020
1327300052	7666202055	7666702085	7666702565	7666207795
1924049103	7666202120	7666702110	7666702570	7666701682
1977200135	7666202295	7666702140	7666702575	7666703460
1977200187	7666202320	7666702181	7666702585	7666705350
2325039012	7666202325	7666702270	7666702590	7666705565
2325039013	7666202340	7666702280	7666702600	
2325039018	7666202631	7666702285	7666702950	
2325039046	7666207575	7666702294	7666703070	
2325039107	7666207695	7666702295	7666703090	
2771101801	7666207785	7666702300	7666703100	
2771101802	7666207800	7666702310	7666703440	
2771600650	7666207810	7666702315	7666703532	
2771604406	7666207830	7666702335	7666703980	
2771604890	7666207900	7666702340	7666704000	
2771605385	7666207905	7666702345	7666704010	
2840201235	7666700275	7666702365	7666704030	
5367202503	7666700315	7666702370	7666705000	
5367202505	7666700325	7666702375	7666705002	
6780950010	7666700390	7666702380	7666705020	
6780950020	7666700510	7666702385	7666705022	
6780950030	7666700515	7666702430	7666705045	
6780950040	7666700560	7666702435	7666705200	
6780950050	7666701220	7666702455	7666705209	
7327902346	7666701330	7666702465	7666705340	
7666200105	7666701356	7666702475	7666705350	
7666201146	7666701690	7666702485	7666705565	
7666201153	7666701865	7666702490	7666706435	
7666201530	7666701866	7666702495	7666706565	
7666201560	7666701880	7666702500	7667800005	
7666201595	7666701940	7666702510	7671800030	
7666201600	7666702058	7666702515	7671800059	

Att 1 Ex B - City-Port of Seattle Drainage System Connections
V1a

Port of Seattle Connection Point ID	City of Seattle Connection Point ID	Port Mapbook Page	Port Facility	COS discharge to ROS pipe with a discharge limit or requirement	Other COS to Port discharge	Port discharge to COS	Further work or investigation needed?	May 2016 Next steps	Lead on next steps	May 2016 Notes
3	SBM-3	5	SBM		yes		No	See ILA Exhibit C.		
8	FT-01	7	FT			yes	Yes	Port to field verify configuration, clean and CCTV. Discuss in 2017	Port	SPU has offered to help contribute towards wetland revegetation if needed
10	T91-01	8	T91		yes		No			
12	T91-02	8	T91		yes		Yes	See ILA Exhibit C. Port to field verify connection location needed for future SPU Easement. Discuss in 2017.	Port	
13	T91-03	9	T91		yes		Yes	See ILA Exhibit C. Port to field verify connection location needed for future SPU Easement. Discuss in 2017.	Port	
15	T91-07	10	MMNO	Yes - Industrial Permit			No			
16	T91-05	10	MMNO	Yes - Industrial Permit			No			
17	T91-04	10	MMNO	Maybe - Industrial Permit			Yes	Port to field verify connection. Discuss in 2017.	Port	
18	T91-08	12	Tsubota			yes	No			
23	NA	13	T46	Yes - Industrial Permit	TBD?		Yes	SPU will confirm disconnection status when construction is complete and provide as built or other record. Discuss in 2017.	SPU	Area under construction. Likely disconnected.
27	T25-01	14	T25			yes	No			
31	MMS-02	15	MMSShop			yes	No			
32	MMS-03	15	MMSShop			yes	No			Connection is Port Drainage to SPU Combined
33	MMS-04	15	MMSShop			yes	No			Connection is Port Drainage to SPU Combined
34	MMS-05	16	MMSShop			yes	No			Connection is Port Drainage to SPU Combined
35	MMS-01	15	MMSShop			yes	No			Connection is Port Drainage to SPU Combined
39	T18-05	16	P16			yes	No			
40	NA	16	P16			NA	Yes	Port to field verify that SPU CB and pipe are disconnected. Discuss in 2017.	Port	
41	T18-06	16	P16			yes	No			
42	T18-08	16	P16			yes	No			
44	T18-09	16	HIC			yes	No			
45	T18-10	16	HIC			yes	No			
46	T18-26	16	HIC			yes	No			
58	T18-15	17	HIC			yes	No			

Att 1 Ex B - City-Port of Seattle Drainage System Connections
V1a

Port of Seattle Connection Point ID	City of Seattle Connection Point ID	Port Mapbook Page	Port Facility	COS discharge to POS pipe with a discharge limit or requirement	Other COS to Port discharge	Port discharge to COS	Further work or investigation needed?	May 2016 Next steps	Lead on next steps	May 2016 Notes
59	T18-14	17	T18			yes	No			
61	T18-13	17	T18			yes	No			
62	T18-12	17	T18			yes	No			
63	T18-11	17	T18			yes	No			
64	T18-16	18	T18			yes	No			
65	T18-17	18	T18			yes	No			
66	T18-18	18	T18			yes	No			
67	T18-19	18	T18			yes	No			
68	T18-21	19	T18			yes	No			
69	T18-20	19	T18			yes	No			
71	T18-23	19	T18	Yes - Industrial Permit. Location is controlled by Port via Street Use Permit #99920.			No			
72	T18-25	19	T18			yes	No			
76	NA	20	T-5				Yes	To be addressed as part of T-5 Street Vacation documentation process. Check in on status in 2017.	Port	Difference of opinion on ownership of mainline
77	NA	20	T-5				Yes	To be addressed as part of T-5 Street Vacation documentation process. Check in on status in 2017.	Port	Difference of opinion on ownership of mainline
78	NA	20	T-5				Yes	To be addressed as part of T-5 Street Vacation documentation process. Check in on status in 2017.	Port	Difference of opinion on ownership of mainline
80	T5-02	21	T5			yes	No			
81	T5-03	21	T5			yes	No			
82	T5-04	21	T5			yes	No			
83	T5-01	21	T5			yes	No			
84	T5-05	21	T5			yes	No			
94	T106-24	23	T106			yes	No			
95	T106-25	23	T106			yes	No			ConGlobal Property has an Industrial Permit.
96	T106-26	24	T106			yes	No			
97	T106-27	24	T106			yes	No			
98	T106-28	24	T108			yes	No			
100	T115-02	25	T115			yes	No			
101	T115-04	25	T115			yes	No			
102	T115-05	25	T115			yes	No			
103	T115-06	25	T115			yes	No			
104	T115-07	25	T115			yes	No			

Att 1 Ex B - City-Port of Seattle Drainage System Connections
V1a

Port of Seattle Connection Point ID	City of Seattle Connection Point ID	Port Mapbook Page	Port Facility	COS discharge to POS pipe with a discharge limit or requirement	Other COS to Port discharge	Port discharge to COS	Further work or investigation needed?	May 2016 Next steps	Lead up next steps	May 2016 Notes
105	T115-17	26	T115			yes	No			
106	T115-14	26	T115			yes	No			
107	T115-18	26	T115			yes	No			
108	T115-13	26	T115			yes	No	Port to share Foley Enterprises As-built 1996	Port	
109	NA	26	T115			yes	No	Port to share Foley Enterprises As-built 1996	Port	
110	T115-11	26	T115			yes	No			
111	T115-08	26	T115			yes	No			
114	T18-01	16	T18			yes	No			
115	T18-02	16	T18			yes	No			
116	T18-03	16	T18			yes	No			
117	T18-22	19	T18			yes	No			
118	T106-02	23	T106			yes	No			
119	T106-03	23	T106			yes	No			
120	T106-05	23	T106			yes	No			
121	T106-06	23	T106			yes	No			
122	T106-08	23	T106			yes	No			
123	T106-29	23	T106			yes	No			
124	T106-10	23	T106			yes	No			
125	T106-11	23	T106			yes	No			
126	T106-13	23	T106			yes	No			
127	T106-14	23	T106			yes	No			
128	T106-15	23	T106			yes	No			
129	T106-17	23	T106			yes	No			
130	T106-19	23	T106			yes	No			
131	T106-21	23	T106			yes	No			
132	T106-22	23	T106			yes	No			
133	T106-18	23	T106			yes	No			
138	T91-06	10	MMNO	TBD. SPU thinks yes			Yes	Port to field verify. Discuss in 2017.	Port	
139	NA	24	T-108		TBD?		Yes	Port to field verify if tree is growing over CB and if CB exists. Discuss in 2017.	Port	
140	NA	6	FT		N/A		No			Discharge from bridge is to a concrete pad by the permit area
142	T115-10	26	T115			yes	No			
143	T18-24	19	T18			yes	No			
144	T18-04	16	T18			yes	No			
146	T18-07	16	T18			yes	No			
147	NA	12	Tsubota				Yes			
148	SBM-1	3	SBM		yes			See ILA Exhibit C		
201	NA	4	SBM		yes, unless ownership transfer		No	See ILA Exhibit C		

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Port of Seattle Connection Point ID	City of Seattle Connection Point ID	Port Mapbook Page	Port Facility	CDS discharge to POS pipe with a discharge limit or requirement	Other CDS to Port discharge	Port discharge to COS	Further work or investigation needed?	May 2016 Next steps	Lead on next steps	May 2016 Notes
202	NA	4	SBM		yes, unless ownership transfer		No	See ILA Exhibit C		
204	NA	5	SBM		yes, unless ownership transfer		No	See ILA Exhibit C		
205	NA	5	SBM		yes, unless ownership transfer		No	See ILA Exhibit C		
206	NA	5	SBM		yes, unless ownership transfer		No	See ILA Exhibit C		
207	T115-01	25	T115			yes	No	To be addressed as part of T-5 Street Vacation documentation process. Check in on status in 2017.		No as-builts, but Port has verified map is correct
211	NA	21	T5				Yes		Port	Difference of opinion on ownership
212	T5-06	21	T5			yes	No			Port Drainage to SPU Combined
213	T115-16	26	T115			yes	No			
214	T115-15	26	T115			yes	No			
216	NA	28	T104				Yes	See ILA Exhibit C. Next step is a base map of infrastructure with property	SPU	
217	NA	28	T104				Yes	See ILA Exhibit C. Next step is a base map of infrastructure with property	SPU	
218	NA	28	T104				Yes	See ILA Exhibit C. Next step is a base map of infrastructure with property	SPU	
219	NA	28	T104				Yes	See ILA Exhibit C. Next step is a base map of infrastructure with property	SPU	
221	T106-23	23	T106			yes	No			
223	T115-09	26	T115			yes	No			Port Drainage to SPU Combined
224	T106-01	23	T106			yes	No			Port Drainage to SPU Combined
226	T106-16	23	T106				No	Port to field verify. Discuss in 2017.	Port	Removed by SPU.
227	T106-20	23	T106				No	Port to field verify. Discuss in 2017.	Port	Removed by SPU.
232	T115-12	26	T115			yes?	Yes	Port to research this connection as well as new connection T115-19 added to the table. Discuss in 2017.	Port	Plan 877-53-1 shows both connections.
233	SBM-2	3	SBM		yes			See ILA Exhibit C.		
404	Central 1	4	SBM				No	See ILA Exhibit C		

Att 1 Ex B - City-Port of Seattle Drainage System Connections
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Port of Seattle Connection Point ID	City of Seattle Connection Point ID	Port Manual Page	Port Facility	COS discharge to PO's pipe with a discharge limit or requirement	Other COS to Port discharge	Port discharge to COS	Further work or investigation needed?	May 2016 Next steps	Lead on next steps	May 2016 Notes
405	Central 2	4	SBM				Yes	See ILA Exhibit C		
407	South 2	5	SBM				Yes	See ILA Exhibit C		
408	South 2	5	SBM				Yes	See ILA Exhibit C		
409	South 3	5	SBM				Yes	See ILA Exhibit C		
410	South 3	5	SBM				Yes	See ILA Exhibit C		
411	South 4	5	SBM				Yes	See ILA Exhibit C		
413	23rd W & W Crockett St	8	T91				Yes	See ILA Exhibit C		
415	Dead end of W Plymouth St	9	T91				Yes	See ILA Exhibit C		
416		11	T91				No			SPU Easement #7706301185
417	T46	13	T46				No			SPU Easement #s: 8406050823, 8208270495, 7111090334
418		14	T25				No			SPU Easement# 7108180366
419		16	T18				No			Easement in development in Port-SPU T-18 Street Vacation process
420		17	T18				No	To be addressed as part of T-5 Street Vacation documentation process. Check in on status in 2017.		SPU Easement # 5674818; New easement in development in the Port-SPU T-18 Street Vacation process
421		20	T5				Yes	To be addressed as part of the T-5 Street Vacation documentation process. Check in on status in 2017.	Port	Ownership difference of opinion (see # 76, 77, 78)
422		21	T5				No	To be addressed as part of the T-5 Street Vacation documentation process. Check in on status in 2017.	Port	SPU Easement need
423		22	T105				No			SPU Easement #20110922001010
424		23	T106				No			SPU Easement #6626023
425		25	T115				No			SPU Easement #6412219
426		26	T115				No			SPU Easement #6679400
427	Line around building	26	T115				Yes	See ILA Exhibit C		
428		27	T30				No			City reserved right under Ordinance 89141 (3-18-1960)
429		28	T104				Yes	See ILA Exhibit C		
430		28	T104				Yes	See ILA Exhibit C		
431		29	T-117				No			SPU Easement #20150320000610
432		28	T104				Yes	See ILA Exhibit C		
# Needed	T104-01	28	T104			yes	Yes	SPU to share title search documentation, Port to field investigate. Discuss in 2017.	SPU, then Port	
# Needed	T115-19	26	T115			yes?	Yes	Port to research this connection as well as new connection T115-19 added to the table. Discuss in 2017.	Port	Plan 877-53-1 shows both connections.

Att 1 Ex B - City-Port of Seattle Drainage System Connections
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Port of Seattle Connection Point ID	City of Seattle Connection Point ID	Port Mapbook Page	Port Facility	COS discharge to POS pipe with a discharge limit or requirement	Other COS to Port discharge	Port discharge to COS	Further work or investigation needed?	May 2016 Next steps	Lead on next steps	May 2016 Notes
Page 28		28	near T104				No	See ILA Exhibit C		Under Ordinance 124477, the Port is dedicating ROW and easements to the City. Storm lines owned by SPU

EXHIBIT C

**Stormwater Infrastructure Ownership Resolution and
Seattle Public Utilities Easements Needed from the Port of Seattle**

This Exhibit of the Port of Seattle-City of Seattle Interlocal Agreement (ILA) Regarding Stormwater Utility Operations includes proposed resolution of infrastructure ownership issues and easements needed by the City of Seattle identified during the development of the Stormwater Map Books (SW Map Books).

1. Shilshole Bay Marina

The Port and City identified eight storm drainage “systems” that needed clarification of ownership and/or property rights. These “systems” are shown on Attachment 1 and can be found in the Seaport SW Map Book pages 3-5 (5/12/2016). The drainage “systems” involve a mix of infrastructure on the adjacent hillside, pipes and inlets in the road that were originally installed by the City when Seaview Drive was constructed, pipes that were extended by the Port from City lines with few or no Port connections, and lines that may no longer exist or be operational.

A. Ownership Resolution

Using street use permit data, side-sewer card data, Seattle Public Utilities (SPU) and Port GIS data on infrastructure, construction and current ownership records, and any existing easement records for each “system,” the Port and City verified current ownership and discussed future ownership of each system. The construction information, current ownership, and resolution of ownership issues are described below and summarized in Table 1.

- i. North 1 and North 2. The drainage on North 1 and North 2 starts on Burlington Northern Santa Fe Railroad (BNSFRR) property. Drainage infrastructure was likely first constructed by the railroad. The City installed drainage in right of way (ROW) when Seaview Drive was constructed. The lines were extended by the Port when Shilshole Bay Marina (SBM) was constructed. North 1 and North 2 are natural drainages. On North 1, the City has inlets in the roadway and the Port has two catchbasins behind a Port-controlled fenced area. On North 2, the City has inlets in the roadway and the Port installed a sediment vault. The sediment vault is partly on Port property and partly in ROW in Port parking area.

Since North 1 and North 2 involve BNSFRR, the City and the Port, the ownership of these lines will be as follows: 1) the City owns and is responsible for maintaining drainage structures from the western edge of BNSFRR property line to the western edge of the sidewalk, and 2) the Port owns the infrastructure from the western edge of the sidewalk to the outfall.

The Port and City recognize that North 2 is a natural drainage course that drains BNSFRR property. The City and the Port will continue to work cooperatively to address sediment

concerns, including working with BNSFRR. The City will continue to implement municipal authorities described in Section 3 of the ILA.

- ii. Central 1, Central 2, South 2 and South 4. These four lines were originally installed by the City when Seaview Drive was constructed. The lines were extended by the Port when the SBM was constructed. Because the Port has few or no connections to these systems, the City intends to take ownership of the portions extended by the Port if these lines are in acceptable condition to SPU. SPU and the Port will work out the responsibilities and costs to CCTV the lines and clean them. SPU and the Port will jointly discuss the condition, identify needed repairs and timing of repairs, and identify any work needed before the City takes ownership. The work to resolve the ownership will be completed within one year of the signing of the ILA. If City agrees to take these lines, SPU and the Port will enter into an asset transfer agreement. There will be no charge between the City and the Port for the transfer. If the Port and City cannot reach agreement on conditions and repairs, the Port will continue to own the extended portions of the stormdrains.
- iii. South 1. Port owns the majority of South 1, which was constructed by the Port to serve Port property. The City will own and operate the portion of the line in the road to the western edge of the sidewalk.
- iv. South 3. The City assumes ownership of South 3 given existing SPU easements in this location. The Port and SPU will field verify what infrastructure exists. These may be drainage, sewer or combined lines.

B. Easement Acquisition

Following ownership resolution of Central 1, Central 2, South 2 and South 4, the Port will grant the City one Master Easement for the SBM area. SPU and the Port will evaluate if the existing easements on South 3 should be incorporated into the new Master Easement. The easement work will be completed within two years of the signing of the ILA. The Port will not charge the City for these easements.

Table 1. Current and Proposed Construction, Ownership and Easement Details of Infrastructure at Shilshole Bay Marina

Storm Drain “System” (Easement Table ID)	Port Outfall #, SW Map Book pg	Construction and current ownership	Existing connections and easements	Proposed ownership pending resolution of condition and easement need
North 1 (401)	6034 Pg. 3	<ul style="list-style-type: none"> • <u>Portion in road</u>: Constructed by City, owned by City • <u>Portion on Port parking area and property</u>: Extended by Port, owned by Port 	<ul style="list-style-type: none"> • Port: 2 catchbasins (CB) • City: 2 inlets and maintenance hole (MH) in road • BNSFRR: Adjacent hillside 	<ul style="list-style-type: none"> • City: From BNSFRR western property line to western edge of the sidewalk abutting Port property • Port: From western edge of the sidewalk abutting Port parking area to the outfall
North 2 (402)	6037 Pg. 3	<ul style="list-style-type: none"> • <u>Portion in road</u>: Constructed by City, owned by City • <u>Portion on Port parking area and property</u>: Lines extended by Port, sediment vault constructed, owned by Port 	<ul style="list-style-type: none"> • Port: 0 CB/sediment vault • City: 3 inlets and MH in road • BNSFRR: Adjacent hillside 	<ul style="list-style-type: none"> • City: From BNSFRR western property line to western edge of the sidewalk abutting Port property • Port: From western edge of the sidewalk abutting Port parking area to the outfall
Central 1 (404)	6045 Pg. 4	<ul style="list-style-type: none"> • <u>Portion in road</u>: Constructed by City, owned by City • <u>Portion on Port parking area and property</u>: Extended by Port, owned by Port 	<ul style="list-style-type: none"> • Port: 0 CB • City: 4 inlets and MH in road 	<ul style="list-style-type: none"> • Potential City ownership of portion extended by Port pending condition assessment • If City owns, City to obtain an easement under a new SBM Master Easement
Central 2 (405)	6049 Pg. 4	<ul style="list-style-type: none"> • <u>Portion in road</u>: Constructed by City, owned by City • <u>Portion on Port parking area and property</u>: Extended by Port, owned by Port 	<ul style="list-style-type: none"> • Port: 0 CB • City: 2 inlets and MH in road 	<ul style="list-style-type: none"> • Potential City ownership of portion extended by Port pending condition assessment • If City owns, City to obtain an easement under a new SBM Master Easement

Storm Drain "System" (Easement Table ID)	Port Outfall #, SW Map Book pg	Construction and current ownership	Existing connections and easements	Proposed ownership pending resolution of condition and easement need
South 1 (406)	6086 Pg. 5	<ul style="list-style-type: none"> • <u>Portion in road</u>: Likely constructed by City; owned by City • <u>Portion on Port parking area and property</u>: Constructed by Port, owned by Port 	<ul style="list-style-type: none"> • Port: 5 CBs • City: 2 inlets in road 	<ul style="list-style-type: none"> • City owns and operate the line in the road to the western edge of the sidewalk • Port owns the portion of the system in the Port parking area and on Port property
South 2 (407, 408)	6059 / 60 Pg. 5	<ul style="list-style-type: none"> • <u>Portion in road</u>: Constructed by City, owned by City • <u>Portion on Port parking area and on Port property</u>: Extended by the Port, owned by the Port • <u>Potential lateral to north</u>: Needs field investigation to verify what is in the ground prior to discussions of ownership 	<ul style="list-style-type: none"> • Port: 0 CB • City: 4 inlets and MH in road • No apparent connections to the northern line 	<ul style="list-style-type: none"> • Potential City ownership of portion extended by Port pending condition assessment, including verification of a potential northern lateral • City to obtain an easement under a new SBM Master Easement
South 3 (409, 410)	6062 Pg. 5	<ul style="list-style-type: none"> • City likely already owns lines given existing easements • Portions likely constructed by City. Unclear what portions may have been constructed by the Port • Lines may be drainage, sewer or combined lines 	<ul style="list-style-type: none"> • Port: 0 CB • City has two easements: recording #5138628 accepted by Ordinance 89044 and recording #5563000 accepted by Ordinance 91936 	<ul style="list-style-type: none"> • Likely City already owns • City and Port will verify what is in the ground • City may obtain a new easement (or easements if the second line exists and is operational) under a new SBM Master Easement; if that occurs, City to relinquish existing easements
South 4 (411)	6069 Pg. 5	<ul style="list-style-type: none"> • <u>Portion in road</u>: Constructed by City, owned by City • <u>Portion on Port Property parking area and on Port property</u>: Extended by the Port, owned by the Port 	<ul style="list-style-type: none"> • POS: 0 CB • City: Larger system connects from the south 	<ul style="list-style-type: none"> • Potential City ownership of portion extended by Port pending condition assessment

Att 1 Ex C – Stormwater Infrastructure Ownership Resolution
V1

Storm Drain "System" (Easement Table ID)	Port Outfall #, SW Map Book pg	Construction and current ownership	Existing connections and easements	Proposed ownership pending resolution of condition and easement need
				<ul style="list-style-type: none"> • City to obtain an easement under a new SBM Master Easement

2. Terminal 91

Two stormdrains from the hillside above Terminal 91 drain City ROW (Attachment 2). These connections are on page 8 and 9 of the Seaport SW Map Book. Construction documentation could not be found. These drains are:

- 1) Port Connection 12: pipe from catch basin/structure in the gutter along 23rd Ave W (near W Crockett St) to the connection with Port approximately at MH D027-236.
- 2) Port Connection 13: pipe from MH at the dead end of W Plymouth St to the connection with Port approximately at MH D027-037.

- A. Ownership Resolution.** The City assumes ownership of the two storm drains since they drain City rights-of-way. The Port and SPU will work together to determine the specific connection locations taking access into consideration. The connection points will be agreed upon within one year of signing of the ILA.
- B. Easement Acquisition.** After determining the connection points, the Port will grant the City one master easement for the two locations within two years of signing the ILA. The Port will not charge the City for the easement.

3. Terminal 115

In 1993, the Port reconstructed a City storm drain around a building on T-115 as shown in Attachment 3, Storm Drain Relocation Vault Plan 877-53. The plan notes that an easement was to be acquired. As part of the reconstruction work, a storm drain under the building was abandoned.

- A. Easement Acquisition and Relinquishment.** The Port will grant the City an easement. The City will relinquish the existing easement (recording #7510150842) accepted by Ordinance #105301 for the pipe that was abandoned during construction. The Port will not charge the City for the easement since this work was to be completed more than 20 years ago.

4. Vicinity of South Spokane Street and East Marginal Way near T-104

The City will need to acquire a master easement for infrastructure in the vicinity of Terminal 104 along South Spokane Street area and East Marginal Way (see Attachment 4). This area is shown on Seaport SW Map Book page 28. A title report initiated by SPU shows a complex parcel ownership, and that City infrastructure cross back and forth between public and Port-owned property.

- A. Easement Acquisition.** The City and the Port will work cooperatively to create an accurate map of parcel ownership and infrastructure ownership in order to identify easements needed. This work will be completed within one year of the signing of the ILA. The Port will then grant the City one master easement in this area within two years of the signing of the ILA. The Port will not charge the City for the easements.

Terminal 18, Terminal 5, and East Marginal Way Near Terminal 104

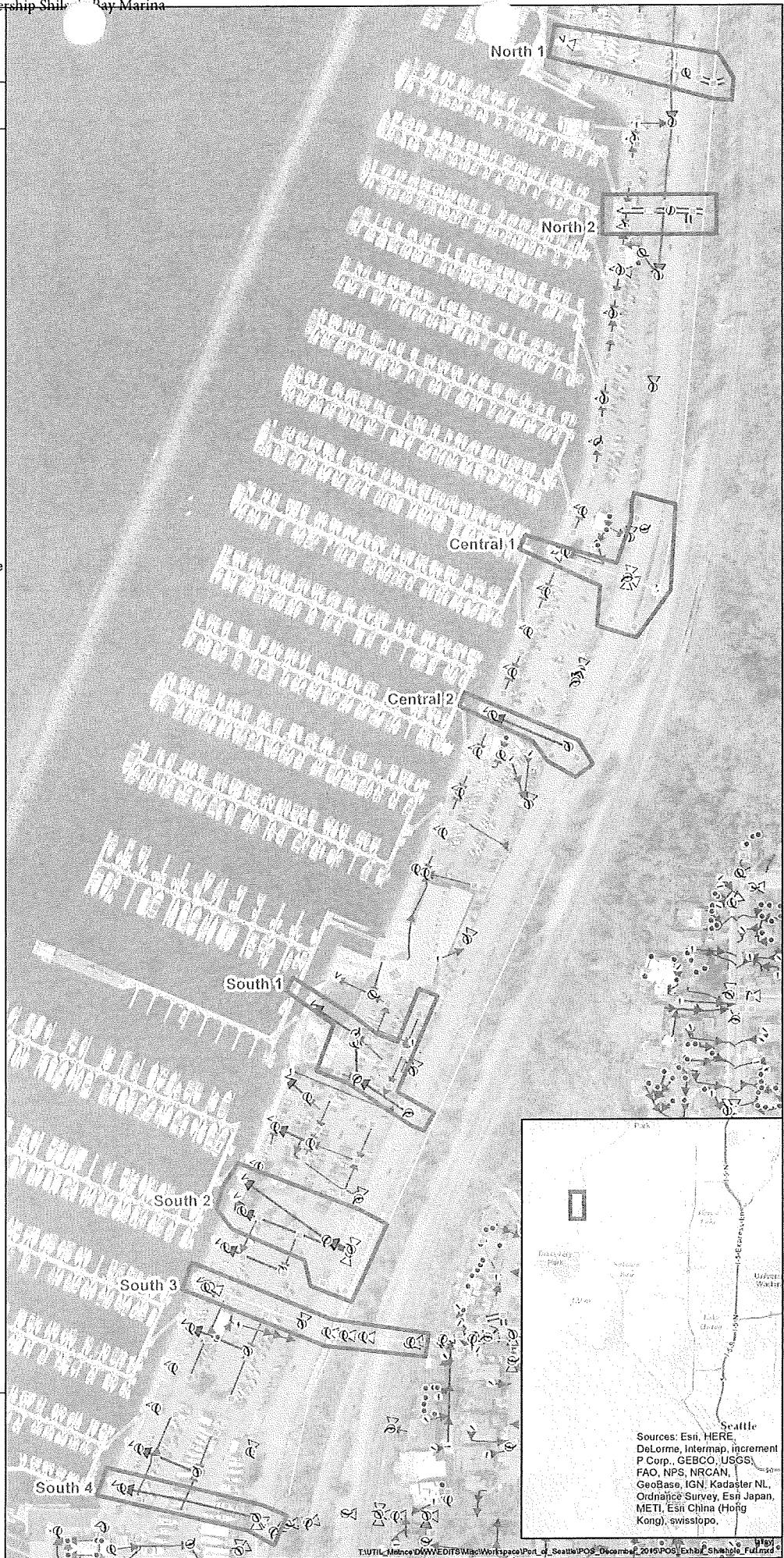
The Port and City have processes in place through other efforts to address known infrastructure ownership and easement needs at Terminal 18, Terminal 5 and East Marginal Way. These efforts are:

- T-18 street vacations under City Clerk File 301929 dated July 20, 1998 and the Harbor Island Redevelopment Agreement date April 1, 1999.
- T-5 street vacations under City Clerk File 300283 dated September 28, 1995, Section D of the January 17, 1997 Interlocal Agreement between the City of Seattle and Port of Seattle, and related Terminal 5 redevelopment documents from the mid-1990s.
- East Marginal Way ROW and easement dedication under City Ordinance 124477 filed May 29, 2014.

VI
**Current Ownership
 Shilshole Bay Marina**

Attachment 1

- ⊕ Maintenance Hole
 - < Outfall
 - ⊖ Vault
 - ⊖ Infall
 - ⊕ Pump Station
 - ⊕ Water Quality Structure
 - ⊕ Misc Structures
 - ⊕ CB, INL, JB, SB, AD
 - Roof Drain
 - ⊕ Pump
 - ⊖ Cleanout
- Mainlines**
- ▷ SPU Drainage Mainline
 - ▷ SPU Sanitary Mainline
 - ▷ SPU Combined Mainline
 - ▷ POS Drainage Mainline
 - ▷ POS Sanitary Mainline
 - ▷ POS Combined Mainline
 - ▷ KC Combined Mainline
 - ▷ Private Drainage Mainline
 - ▷ Private Sanitary Mainline
 - ▷ Private Combined Mainline
- Ditches and Culverts**
- ▬ SPU Culvert
 - ▬ SPU Ditch
- Side Sewer & Laterals**
- ▷ SPU Drainage Lateral
 - ▷ POS Drainage Lateral
 - ▷ PRI Drainage Lateral
 - ▷ SPU Side Sewer
 - ▷ POS Side Sewer
 - ▷ Private Side Sewer
- DWW Polygons**
- ▭ Structure Footprint



1/26/2016

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 Coordinate System: State Plane
 NAD83-91, Washington North Zone

Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo.

T:\UTL\Molnce\DW\EDITS\Map\Workspace\Port_of_Seattle\POS_December_2015\POS_Exhib_Shilshole_Full.rxd

Current Ownership Terminal 91

Attachment 2

POS & SPU Cross Connections

* SPU D to POS D

Junction Point

- ⊕ Maintenance Hole
- △ Outfall
- Vault
- Infall
- ⊕ Pump Station
- ⊕ Water Quality Structure
- ⊕ Misc Structures
- △ CB, INL, JB, SB, AD
- ⊕ Roof Drain
- ⊕ Pump
- ⊕ Cleanout

Mainlines

- ▷ SPU Drainage Mainline
- ▷ SPU Sanitary Mainline
- ▷ SPU Combined Mainline
- ▷ POS Drainage Mainline
- ▷ POS Sanitary Mainline
- ▷ POS Combined Mainline
- ▷ KC Combined Mainline
- ▷ Private Drainage Mainline
- ▷ Private Sanitary Mainline
- ▷ Private Combined Mainline

Ditches and Culverts

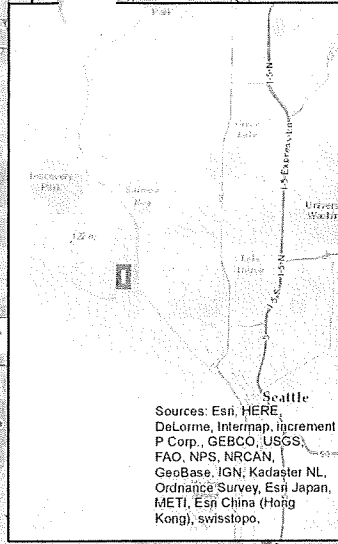
- ▬ SPU Culvert
- ▬ SPU Ditch

Side Sewer & Laterals

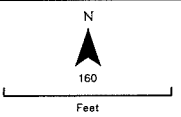
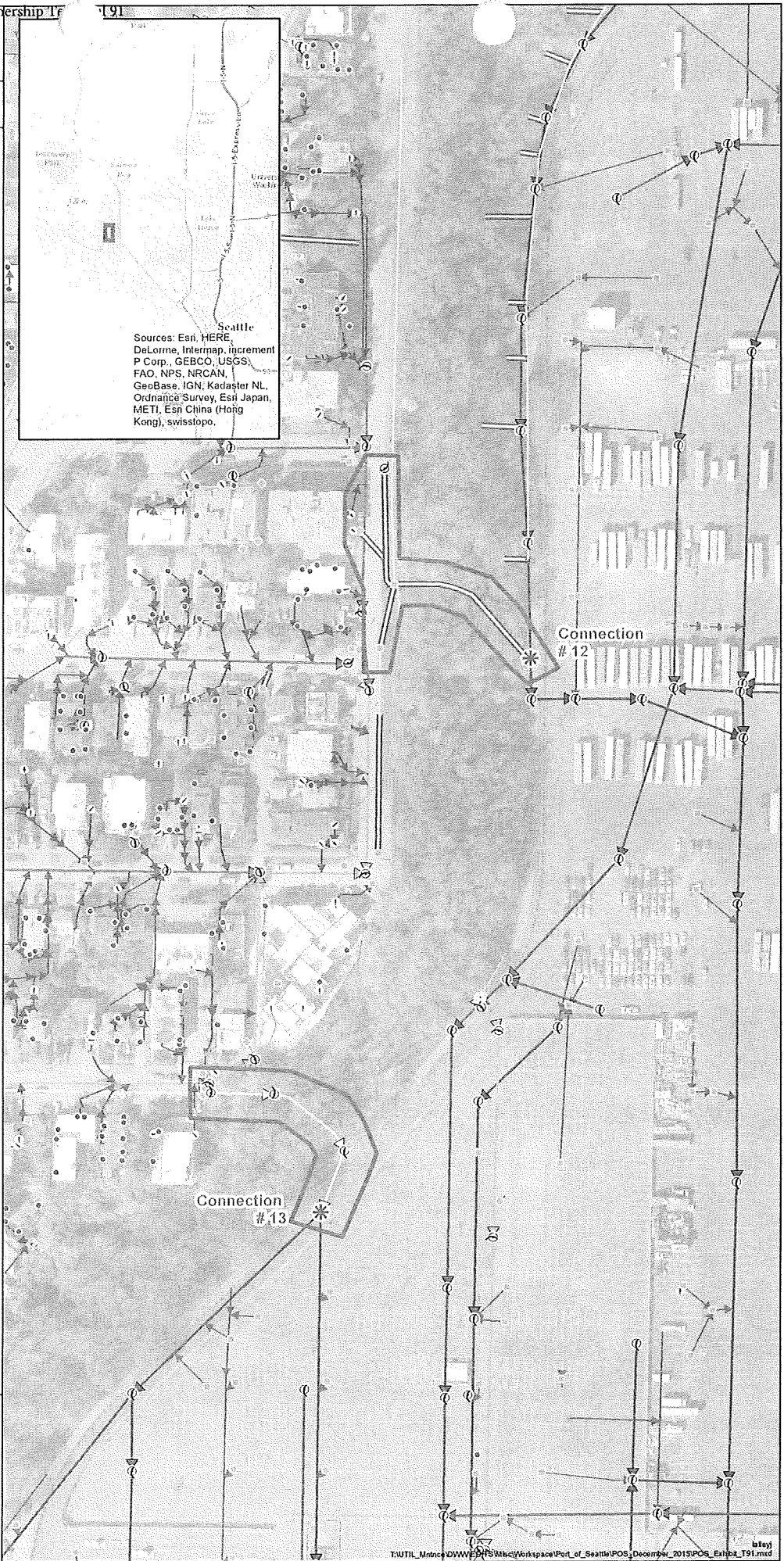
- ▷ SPU Drainage Lateral
- ▷ POS Drainage Lateral
- ▷ PRI Drainage Lateral
- ▷ SPU Side Sewer
- ▷ POS Side Sewer
- ▷ Private Side Sewer

DWW Polygons

- ▭ Structure Footprint

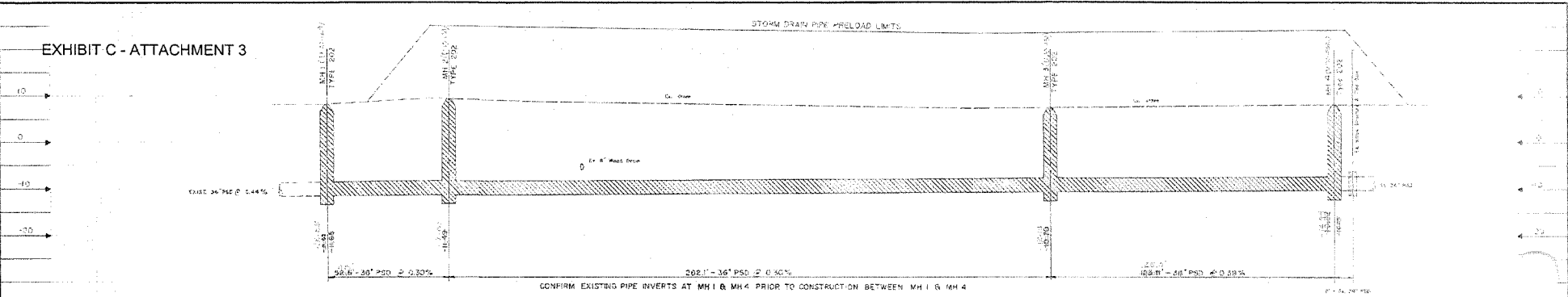


Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo.



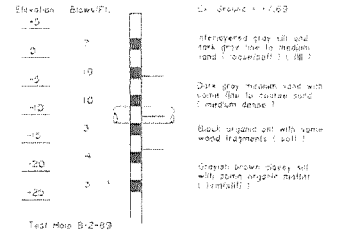
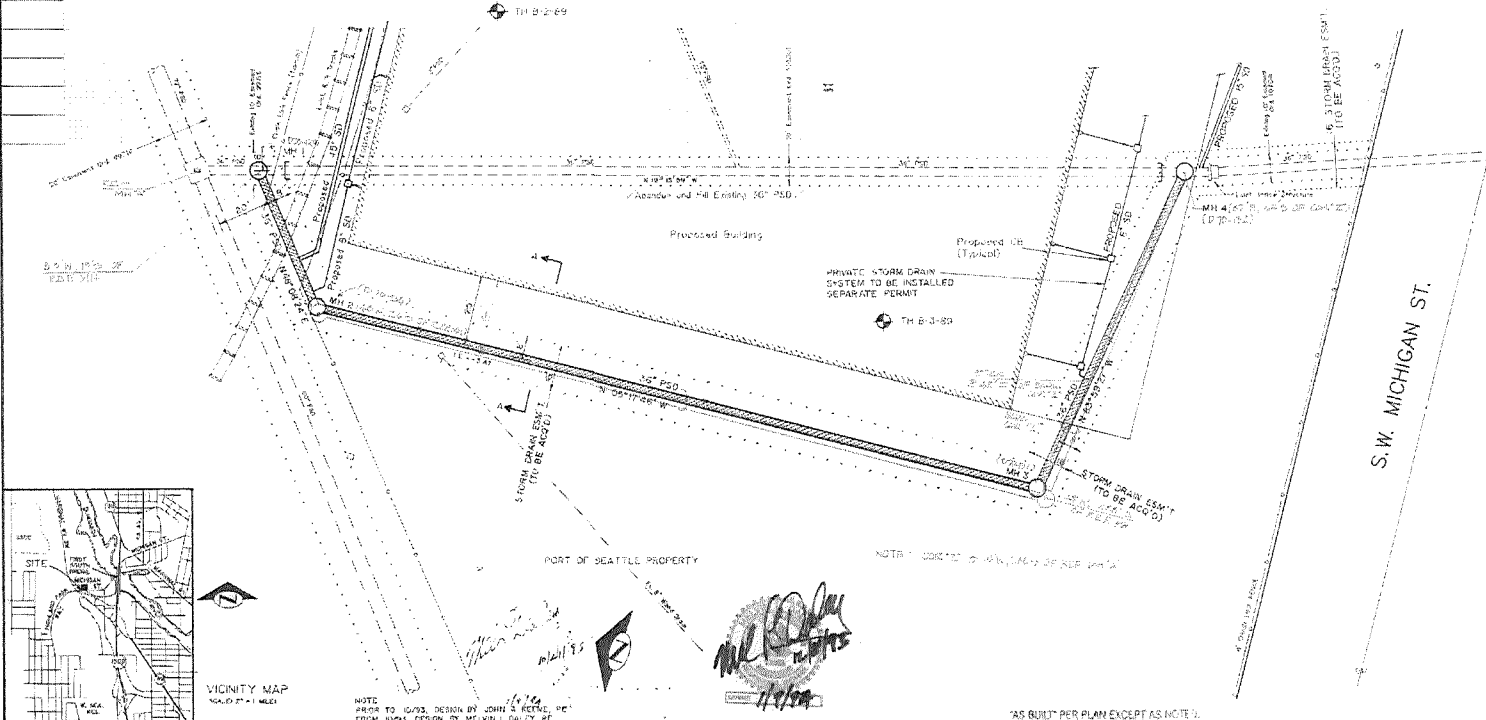
1/26/2016
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 Coordinate System: State Plane, NAD83-91, Washington North Zone

EXHIBIT C - ATTACHMENT 3

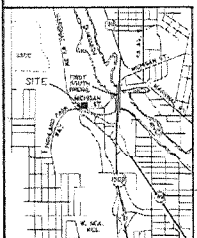
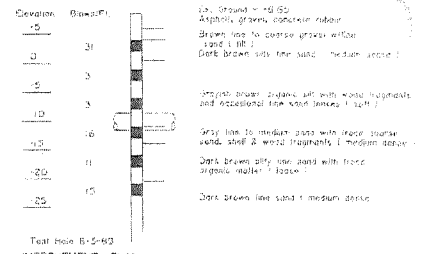


CONFIRM EXISTING PIPE INVERTS AT MH 1 & MH 4 PRIOR TO CONSTRUCTION BETWEEN MH 1 & MH 4

DATE: 10/23/2013
TIME: 10:00 AM
PROJECT: PORT OF SEATTLE TERMINAL 115 STORM DRAIN RELOCATION
DRAWN BY: J. CHASTAIN
CHECKED BY: J. CHASTAIN



LOG OF TEST HOLES 1 Per James S Moore report on Washington Investigation - Issue October 10, 2009



NOTE: PRIOR TO 10/23 DESIGN BY JOHN A. KEEFE, PE FROM 10/23 DESIGN BY MICHAEL L. GAUCY, PE

APPROVED BY THE SEATTLE ENGINEERING DEPARTMENT
Date: 10/23/13
Signature: [Handwritten Signature]

TOWNSEND - CHASTAIN & ASSOC., INC.
SURVEYORS - ENGINEERS
DEVELOPMENT CONSULTANTS
403 SOUTH 3rd AVENUE
SEATTLE, WASHINGTON 98104
PHONE: 206-461-2043



NAME OR INITIALS AND DATE	INITIALS AND DATE
DESIGNED: J. CHASTAIN	REVIEWED: [Handwritten Signature]
DRAWN: J. CHASTAIN	PLANNING REVIEW: [Handwritten Signature]
CHECKED: J. CHASTAIN	PERMITS REVIEW: [Handwritten Signature]
DESIGN REVIEW: [Handwritten Signature]	APPROVED BY: [Handwritten Signature]

THE CITY OF SEATTLE
DEPARTMENT OF ENGINEERING
PRIVATE CONTRACT
WORK ORDER NO. 054000 APPROVED
PERMIT NO. S-3574 APPROVED
MAIL ROOM NO. 11-007

PORT OF SEATTLE TERMINAL 115
STORM DRAIN RELOCATION
PROJECT NO. 877-53
DATE: 10/23/13

V1 Terminal 104

Attachment 4

JUNCTION POINT

- ⊕ Maintenance Hole
- < Outfall
- Vault
- ∩ Infall
- ⊕ Pump Station
- ⊕ Water Quality Structure
- Misc Structures
- CB, INL, JB, SB, AD
- Roof Drain
- Pump
- ! Cleanout

DWW Mainlines

- ▬ SPU Drainage Mainline
- ▬ SPU Sanitary Mainline
- ▬ SPU Combined Mainline
- ▬ POS Drainage Mainline
- ▬ POS Sanitary Mainline
- ▬ POS Combined Mainline
- ▬ KC Combined Mainline
- ▬ Private Drainage Mainline
- ▬ Private Sanitary Mainline
- ▬ Private Combined Mainline
- ▬ SPU Drainage Lateral
- ▬ POS Drainage Lateral
- ▬ PRI Drainage Lateral
- ▬ SPU Side Sewer
- ▬ POS Side Sewer
- ▬ Private Side Sewer

DWW Ditches and Culverts

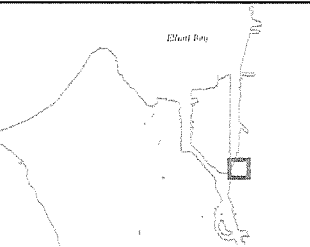
- ▬ Culvert
- ▬ Ditch

DWW Polygons

- ▭ Structure Footprint Polygon

Parcel

- ▭ Parcel



N



187

Feet

6/22/2016

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Coordinate System: State Plane, NAD83-91, Washington North Zone



Easements to be Resolved

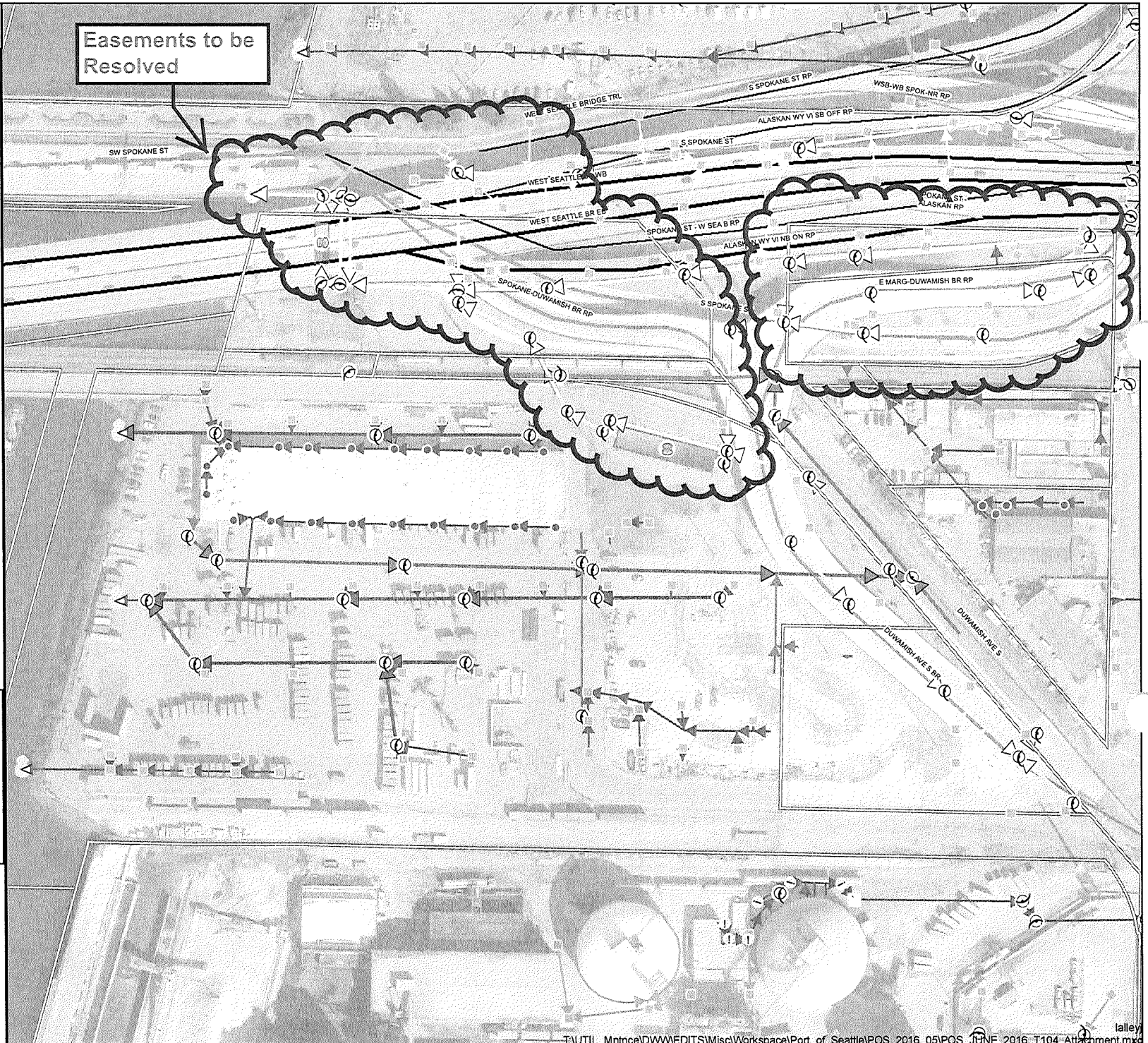


Exhibit D: Example Connection Agreement



**Port of Seattle Stormwater Utility
Connection Agreement**

This Connection Agreement is between the Port of Seattle (the "Port") and _____ (the "Applicant") (jointly "the Parties").

The Port owns and operates Port Stormwater Facilities that are managed by the Port of Seattle Stormwater Utility, as administered by the Utility Director. The Service Area of the Stormwater Utility consists of all Port-owned land within King County. The Port may allow property owners and drainage system operators who are located outside of the Service Area to connect to and use Port Stormwater Facilities under specified terms and conditions. This Agreement establishes the terms and conditions upon which such access is granted to the Applicant, and specifies the location and nature of the access granted by the Port to the Applicant.

TERMS AND CONDITIONS

The Port hereby agrees to provide Applicant with connection or access to the Port Stormwater Facilities subject to the following terms and conditions:

1. Authorized access. Access to the Port Stormwater Facilities is authorized only for the drainage facilities identified in the Connection Agreement Application. These facilities shall be referred to as the "Authorized Drainage Facilities" (ADFs).
2. Changes or abandonment. Any material change to or abandonment of the ADFs, change in the quality or quantity of stormwater discharged by the ADFs, or change in ownership of the ADFs will require submission of a new Application, and entering into a new Agreement. The Port reserves the right to refuse to enter into a new Agreement if the Applicant's proposed changes would have a material adverse impact on the Port's Stormwater System or the Port's ability to comply with regulatory requirements.
3. Construction, repair and maintenance. No construction, repair or maintenance can occur without a signed Connection Agreement in place.
 - a. Applicant agrees to construct, repair and maintain the ADFs in compliance with all applicable regulatory requirements, including requirements of the City of Seattle, King County, the Washington Department of Ecology and the U.S. Environmental Protection Agency. Applicant is responsible for securing any easements and permits necessary to construct, repair and maintain the ADFs.
 - b. Materials and workmanship in connection with the installation and repair of the ADFs shall be as required by the Standard Plans and Specifications contained in the City of Seattle Stormwater Code, or as designated by the Port. If any requirements or standards conflict, or if special circumstances exist, the Utility Director will determine which requirements or standards apply.
 - c. All work must be performed by a registered side sewer contractor.

- d. At the completion of the construction, Applicant shall provide a copy of as-built drawings to the Port. As-builts shall also be required for major repair and maintenance projects. As-built drawings shall be prepared using the standards and requirements established by the Utility Director. Drawings that do not meet these requirements shall be returned to the Applicant for revision and resubmittal.
4. Entry on to Port property: Permission to enter on to Port property in order to construct, repair and maintain ADFs in hereby granted, subject to the express condition that as much notice as practical must be provided to the Port prior to such entry. The Port reserves the right to impose additional requirements on construction access, including refusing to authorize access, as appropriate given the location and condition of the property to be accessed.
5. Stormwater only. All ADFs, and the discharges from them, must adhere to Port Resolution No. 3596, comply with the Port's Illicit Discharge Detection and Elimination (IDDE) Manual, and comply with all other Port policies and requirements. These documents can be found here: [LINK]
6. Port access. Applicant agrees to grant the Port such access rights as are reasonably necessary to investigate and verify, both initially and on an ongoing basis, that the information provided by Applicant in connection with this Agreement is correct, and that the Applicant is complying with this Agreement. This grant, however, shall not be construed as imposing any obligation or duty upon the Port to inspect the Applicant's facilities or discharges, or imposing any liability on the Port based on the condition of the Applicant's drainage facilities or the nature of Applicant's drainage.
7. Regulatory standards. If Applicant becomes aware that discharges from the ADFs violate regulatory or benchmark standards, it will immediately notify the Port of the violation and the Applicant's plans for corrective action. If the Port becomes aware that discharges from the ADFs violate regulatory or benchmark standards, it will immediately notify the Applicant and request the Applicant to promptly correct the violation. The Applicant's failure or refusal to do so shall constitute a breach of this Agreement. In addition to any other remedies, the Port reserves the right to terminate this Agreement and the Applicant's rights to access if a violation is not promptly corrected to the satisfaction of the Port. The Applicant shall be responsible for all costs incurred by the Port to remediate the offending discharge and correct the violation.
8. Stormwater Pollution Prevention Plan. Applicant shall prepare and maintain a Stormwater Pollution Prevention Plan for the ADFs. Applicant shall promptly provide the Port with any modifications made to its SWPPP.
9. Payment. At the time of application, Applicant shall pay to the Port a non-refundable processing fee of \$200.00 to offset the Port's costs associated with processing its Application and administering this Agreement.
10. Notices. Unless otherwise agreed, all notices to the Port that are called for by this Agreement shall be directed to ___(Port staff identified, email and phone)__. Notices to the Applicant shall be directed to ___(Applicant staff identified, email and phone)__.
11. Severability. The invalidity of any section or provision of this Agreement shall not invalidate any other section or portion thereof, nor shall it invalidate any other Access and Compliance Agreement.
12. Liability. This Agreement shall not be construed to create any liability on the part of the Port, or its' officers, employees or agents for any injury or damage caused by or resulting from the Applicant's facilities, actions or inactions. Applicant agrees to indemnify, hold harmless and defend the Port and all officers and officials from all claims, losses, damages penalties or expenses, including third party claims, arising from the installation, operation or maintenance of the ADFs; and/or Applicant's failure to comply with local, state or federal law, or this Agreement.
13. Amendment. Any amendment to this Agreement must be in writing and signed by the parties.
14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

- 15. Governing Law. This Agreement shall be construed under and in accordance with laws of the state of Washington and venue shall lie in King County Superior Court.
- 16. Entire Agreement. This Agreement, including documents incorporated by reference, constitutes the entire understanding of the Parties with respect to its subject matter.

IN WITNESS WHEREOF, the Parties hereto enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement, and by signing below agrees to be bound by its terms.

For the Port of Seattle:

Utility Director

Date

For the Applicant:

Name of authorized representative

Date

Appendix A: Application Form
Appendix B: Checklist

NOTE: THE APPLICANT'S CONNECTION AGREEMENT APPLICATION FORM MUST BE ATTACHED TO THIS AGREEMENT.

Port of Seattle Stormwater Utility Connection Agreement

Submittal Date: _____
 Received By: _____
 Reviewed by: _____

APPENDIX A: Application Form and Checklist

<p>Applicant</p> <p>Name: _____</p> <p>Address _____</p> <p>City/Zip _____</p> <p>Phone/Email _____</p>	<p>Parcel Owner (if different from applicant)</p> <p>Name: _____</p> <p>Address _____</p> <p>City/Zip _____</p> <p>Phone/Email _____</p>
<p>Project Location</p> <p>Address of proposed drainage facility: _____</p> <p>Business/Residence/Project Name _____</p> <p>Is the property permitted under any NDPES permit; if so provide name and number: _____</p> <p>Scope of Work (e.g. specify if new, repair, abandonment, other) _____</p> <p>Proposed Start Date / Proposed Working Days _____</p>	<p>Contractor – must have current City of Seattle Side Sewer License</p> <p>Name: _____</p> <p>Address _____</p> <p>City/Zip _____</p> <p>Phone/Email _____</p> <p>COS Business License # _____</p> <p>State Business License # _____</p>

I certify that I have read this application and declare under penalty of perjury that the information contained herein is correct and complete. I am either the owner of the property described or I represent the owner or contractor as signified above and am acting with the owner/contractor's full knowledge and consent.

Name (Print): _____ Signature: _____ Date: _____

APPENDIX B: Checklist

Please submit the materials required in the following checklist.

Technical Requirements:

- Submit a scale drawing of the site of the proposed Authorized Drainage Facility, showing the following:
 - ✓ Lot boundaries drawn to scale and labeled with lot dimensions
 - ✓ Location of all streets or alleys abutting the parcel
 - ✓ Location of all structures on the property, and dimensions of the structures
 - ✓ Location and dimensions of stormwater system, marking the connection to Port Stormwater Facilities
 - ✓ Length, size, slope, and pipe material
 - ✓ Easement locations
 - ✓ All surface features including trees, landscaping, mailboxes, sidewalks, driveways, light poles, curb and gutter, ditches, structures, and any other surface features located within 10 feet each side of the stormwater system
 - ✓ All underground utilities including sewers, power, cable, phone, water, and any other underground utilities located within 10 feet each side of the stormwater system
- Provide engineer's calculations showing that the flow volume will not exceed capacity of Port Stormwater Facilities downstream to outfall.

Other Requirements:

- Provide proof that all necessary permits, easements and permissions have been obtained in conjunction with or prior to submittal of this Application.
- Payment of fees.
- Provide Stormwater Pollution Prevention Plan (SWPPP), which must include the following. Applicant may use the Port's SWPPP template, which may be requested from the Utility Director:
 - ✓ The name and contact information of the Applicant
 - ✓ The name(s) and contact information of the owner(s) of the property and responsible party(ies) from which the stormwater discharge is existing or proposed, if different than the Applicant
 - ✓ A map showing the location of the existing or proposed Authorized Drainage Facility, as well as storage locations and mechanisms for ensuring that pollutants will not enter the Port Stormwater Facilities
 - ✓ A narrative description of pollution prevention and good housekeeping measures on the discharging property to prevent the contribution of pollutants to the Port Stormwater Facilities