

SUMMARY and FISCAL NOTE*

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** 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

- a. **Legislation Title:** AN ORDINANCE relating to the State Route 99 Alaskan Way Viaduct and Seawall Replacement Program; authorizing the Mayor or the Mayor's designees to execute an Agreement with the State of Washington to set forth roles and responsibilities for the State's project to demolish the existing Alaskan Way Viaduct structure once the bored tunnel is opened to drivers.
- b. **Summary and background of the Legislation:** In 2009, the State of Washington, King County, and the City of Seattle committed to an overall plan to replace the aging Alaskan Way Viaduct (Viaduct) with a new deep bored tunnel and a necessary series of improvements to City streets to create a complete transportation corridor. Also in 2009, the Seattle City Council adopted Ordinance 123133, which confirmed the State's responsibility for demolishing the Viaduct and set forth the State and City responsibilities for the Alaskan Way Viaduct and Seawall Replacement Program (Program). Later that year the State Legislature endorsed the deep bored tunnel plan and authorized funding for the State's responsibilities of the Program.

In 2011, the City Council adopted Ordinance 123542, which authorized 3 separate agreements between the City and State regarding the SR 99 Bored Tunnel project, and which also recognized that demolishing the existing Alaskan Way Viaduct structure would be subject to a future agreement.

The Agreement that is the subject of this legislation has been negotiated between the City and the State and sets forth the roles and responsibilities for the State's project to demolish the existing Viaduct structure (Project). A more detailed description of the Project is outlined in Exhibit A of the Agreement.

The State is responsible for funding and managing the Project. The City is responsible for issuing permits pursuant to applicable laws and regulations, because the Project will require the use of existing City Street Right of Way.

The Agreement also includes the following major elements:

Footings and Foundations:

To better facilitate the efficient and economic construction of the Project and the City's follow-on Alaskan Way and Elliott Way Improvements Program, the City has agreed to allow the State to eliminate some, and to defer to the City some, removal of Viaduct foundations and footings work. The Viaduct includes 397 foundations and footings,

approximately 227 of which are anticipated to be demolished to the required depth of five (5) feet below the existing ground surface by the State's Design-Builder. The removal of the remaining approximately 170 foundations and footings are separated into four (4) categories, as described in Section 5 of the Agreement and shown in Exhibit B-3 of the Agreement. Most of the work will be deferred and transferred to the City's Office of the Waterfront to be performed as part of the Alaskan Way and Elliott Way Improvements Program. Exhibit B-1 of the Agreement allocates cost responsibility for each category.

Demolition Criteria and Utilities:

The Agreement specifies the City's preferred not-to-exceed Demolition Criteria for the protection of SPU and SCL facilities (Section 6.1), as well as monitoring plan requirements (Section 6.2 and Exhibit C) and requirements for pre- and post- condition surveys (Section 6.6). If the State's Design-Builder chooses instead to use its own criteria, the Agreement makes the State responsible if damage to City facilities occurs (as evidenced by the surveys), and for resulting damage. If the preferred Demolition Criteria are used and damage occurs, the Monitoring Plan results will determine whether the City is responsible for the cost (if Demolition Criteria are not exceeded) or whether the State is responsible for the cost (if the Demolition Criteria are exceeded). If the Monitoring Plan results are inconclusive, the State is responsible.

Alaskan Way Restoration and Traffic Shift:

Prior to commencing the Project, the State will shift Alaskan Way traffic to the west of Alaskan Way Viaduct from South King Street to the vicinity of Pike Street. Elements of roadway from Yesler Way to the vicinity of Pike Street have been restored by the City's Seawall project. To accommodate this shift, there is additional restoration required to maintain the City Street Right of Way in a safe and operational temporary condition. The Agreement requires the City and the State to share the total cost (as described in Exhibit C-3 of the Agreement and explained below) of shifting the Alaskan Way to the west, north of Yesler.

2. CAPITAL IMPROVEMENT PROGRAM

- a. Does this legislation create, fund, or amend a CIP Project? ___ Yes ___X___ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

- a. Does this legislation amend the Adopted Budget? ___ Yes ___X___ No
- b. Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?
Yes.

There are financial impacts to SDOT related to cost sharing for the Alaskan Way Traffic Shift. The City is committing to \$1,000,000 maximum, \$900,000 of which is included in the SDOT's Elliott Bay Seawall Project budget, and the remaining \$100,000 of which will come from in-kind City furnished equipment and services that are included in

existing signal operations and parking operations budget.

There are also financial impacts to SCL and SPU related to the Viaduct foundation removals as provided in Exhibit B-1. SCL's cost responsibility is estimated at \$170,000, which is included in its adopted budget, and SPU's cost responsibility is estimated at \$50,000, which is included in its adopted budget.

c. Is there financial cost or other impacts of *not* implementing the legislation?

If the Alaskan Way Viaduct is not demolished, the City will not be able to complete its Alaskan Way and Elliott Way Improvements Program.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

Yes, there are financial impacts to SCL and SPU as described above.

b. Is a public hearing required for this legislation?

No.

c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?

No.

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

No.

e. Does this legislation affect a piece of property?

No.

f. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities?

No.

g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s).

This legislation supports the City's long-term goal to improve Seattle's Waterfront.

h. Other Issues:

List attachments/exhibits below: