SEATTLE CITY COUNCIL

Legislative Summary

CB 119535

Record No.: CB 119535 **Type:** Ordinance (Ord) **Status:** Passed

Version: 1 **Ord. no:** Ord 125841 **In Control:** City Clerk

File Created: 05/20/2019

Final Action: 06/18/2019

Title: AN ORDINANCE relating to the Fort Lawton Redevelopment Plan Application; authorizing a Memorandum of Agreement setting forth the terms of collaboration between The City of Seattle and Seattle School District No. 1 in the redevelopment of the former Fort Lawton Army Reserve Center.

Notes:

	Date
Filed with City Clerk:	6/18/2019
Mayor's Signature:	6/18/2019
Vetoed by Mayor:	
Veto Overridden:	
Veto Sustained:	

Sponsors: Mosqueda

Attachments: Att A - MOA Regarding Fort Lawton Redevelopment Plan between Seattle School District No. 1 and City of Seattle

Drafter: adam.schaefer@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File **Legal Notice Published:** ☐ Yes ☐ No

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	05/21/2019	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	05/21/2019	sent for review	Council President's Office			
	Action Text: The Council Bill (CB) was sent for review. to the Council President's Office						
1	Council President's Office	05/24/2019	sent for review	Housing, Health, Energy, and Workers' Rights Committee			
	Action Text: The Council Bill (CB) was sent for review. to the Housing, Health, Energy, and Workers' Rights Committee						

1	City Council	05/28/2019	referred	Housing, Health, Energy, and Workers' Rights Committee	
	Action Text:	The Council Bill (CB) was referred. to the Housing, Health, Energy, and Workers' Rights Committee			
1	Housing, Health, Energy, and Workers' Rights Committee	06/06/2019	pass		Pass
	Action Text:	The Committee recommends that City Council pass the Council Bill (CB).			
		In Favor: 2	Chair Mosqueda, Member Bagshaw		
		Opposed: 0			
1	City Council	06/10/2019	passed		Pass
	Action Text:	The Council Bill (CB) was passed by the following vote, and the President signed the Bill:			
		In Favor: 9	Councilmember Bagshaw, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Juarez, Councilmember Mosqueda, Councilmember O'Brien, Councilmember Pacheco, Councilmember Sawant		
		Opposed: 0			
1	City Clerk	06/14/2019	submitted for Mayor's signature	Mayor	
1	Mayor	06/18/2019	Signed		
	Action Text:	The Council Bill (CB) was Signed.			
1	Mayor	06/18/2019	returned	City Clerk	
1	City Clerk	06/18/2019	attested by City Clerk		
	Action Text:	The Ordinance (Ord) was attested by City Clerk.			

Laura Hewitt Walker
OH Fort Lawton City-SPS MOA ORD
D1a

CITY OF SEATTLE

ORDINANCE 125841

COUNCIL BILL 119535

AN ORDINANCE relating to the Fort Lawton Redevelopment Plan Application; authorizing a Memorandum of Agreement setting forth the terms of collaboration between The City of Seattle and Seattle School District No. 1 in the redevelopment of the former Fort Lawton Army Reserve Center.

WHEREAS, in 2005, the United States Congress authorized the closure of the Fort Lawton Army Reserve Center ("Fort Lawton"), and the U.S. Army published notices that the property will be available for non-military uses and ownership; and

WHEREAS, the U.S. Army determined that Fort Lawton is surplus to the United States' needs in accordance with the Defense Base Closure and Realignment Act of 1990, Public Law 101-510, as amended, and the 2005 Base Closure and Realignment Commission Report, as approved; and

WHEREAS, the Defense Base Closure and Realignment Act authorizes the Department of Defense (DoD) and U.S. Army to make final decisions regarding the disposition of base property and facilities, and the DoD requested The City of Seattle ("City") submit the application for Fort Lawton, including the redevelopment plan and homeless assistance submission, to the DoD and U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the City, acting as the Local Redevelopment Authority (LRA), solicited and received Notices of Interest for property from homeless assistance providers and other eligible recipients of public benefit conveyances of federally owned property; and

WHEREAS, the City, acting as the LRA, prepared an application in accordance with the Defense Base Closure and Realignment Act of 1990, Public Law 101-510, as amended, and the 2005 Base Closure and Realignment Commission Report, as approved; and

WHEREAS, the application prepared by the City ("2008 Plan"), which included a redevelopment plan providing for mixed-income housing and parks space, was approved by the City Council in 2008, and in 2010 HUD determined the application complies with the Base Closure Community Redevelopment and Homeless Assistance Act of 1994, 10 U.S.C. § 2687 note, as amended, and its implementing regulations found at 24 CFR Part 586; and

WHEREAS, opponents of the 2008 Plan sued the City, and in 2010, the Court of Appeals upheld a Superior Court decision on the lawsuit, arguing that review under the State Environmental Policy Act (SEPA) was required prior to City Council adoption of redevelopment plan legislation; and

WHEREAS, implementation of the 2008 Plan was also stalled by the Great Recession, which diminished its financial viability, the market-rate housing component in particular; and

WHEREAS, in 2013, the City began working with the U.S. Army to plan for interim uses and in 2017 entered into a five-year lease of Fort Lawton; and

WHEREAS, in 2017, public outreach and comment for a modified redevelopment proposal for Fort Lawton began; and

WHEREAS, the City received a large volume of comments urging modification of the preferred alternative to include a school and also received a petition, started through the website change.org, requesting that the City partner with Seattle Public Schools (aka Seattle

School District No. 1) to develop a high school and additional park space at Fort Lawton; and

WHEREAS, in response, Seattle Public Schools conducted a thorough review that addressed basic feasibility questions and cited key challenges to siting a school at Fort Lawton including lack of immediate resources and inability to demonstrate immediate need for a school in the area; and

WHEREAS, in 2018, the City published the Fort Lawton Final Environmental Impact Statement (FEIS), which analyzes probable adverse environmental impacts associated with the modified plan; and

WHEREAS, in response to continued interest in Seattle Public Schools participation in redevelopment at Fort Lawton by some Magnolia residents, the City modified the parks component of the preferred alternative as analyzed in the FEIS to include acquisition and development of two unlit multipurpose athletic fields; and

WHEREAS, the Hearing Examiner decided in favor of the City on an appeal of the adequacy of the FEIS; and

WHEREAS, the final Fort Lawton Application reflects years of collaboration between the City and its partners, Catholic Housing Services of Western Washington, United Indians of All Tribes Foundation, and Habitat for Humanity of Seattle/King County, and involved substantial public outreach and comment; and

WHEREAS, the Fort Lawton Application balances Seattle's critical need for affordable housing for households with low incomes and permanent housing for persons experiencing homelessness with the climate and livability benefits of parks and open space, by providing 85 units of supportive housing for seniors, up to 100 affordable rental housing

units for households with incomes up to 60 percent of area median income, up to 52 affordable homes for purchase by families with incomes up to 80 percent of area median income, and increased parks and recreation space adjacent to Seattle's 534-acre Discovery Park; and

WHEREAS, Seattle Public Schools shares the City's vision for a redevelopment that includes affordable housing, park, and recreational uses; and

WHEREAS, the City Council has reviewed the Fort Lawton Application, including Redevelopment Plan and Homeless Assistance Submission, and held a Public Hearing to receive public comment; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of the Office of Housing and Superintendent of Parks and Recreation, or such officials' designees, are authorized to execute a Memorandum of Agreement (MOA), substantially in the form of Attachment A to this ordinance, between The City of Seattle and Seattle School District No. 1 concerning the Application for Federal Surplus Property at Fort Lawton, which includes a Redevelopment Plan and Homeless Assistance Submission, and conveyance of parcels currently owned by the U.S. Army to The City of Seattle and partner organizations in accordance with the Fort Lawton Redevelopment Plan.

Section 2. 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 10th day of June, 2019, and signed by me in open session in authentication of its passage this 10th day of June, 2019.

President _____ of the City Council

Approved by me this 18th day of June, 2019.

Jenny A. Durkan, Mayor

Filed by me this 18th day of June, 2019.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:
Attachment A - Memorandum of Agreement Regarding Fort Lawton Redevelopment Plan between Seattle School District No. 1 and City of Seattle

May 6, 2019

MEMORANDUM OF AGREEMENT
REGARDING
FORT LAWTON REDEVELOPMENT PLAN
between
SEATTLE SCHOOL DISTRICT NO. 1
and
CITY OF SEATTLE

THIS MEMORANDUM OF AGREEMENT *is between* ***THE SEATTLE SCHOOL DISTRICT NO. 1****, hereafter referred to as the "****District,****" and* ***THE CITY OF SEATTLE****, hereafter referred to as the "****City,****" and collectively referred to as the "****Parties****." This Agreement sets forth the terms of collaboration between the City and the District in the redevelopment of the former Fort Lawton Army Reserve Center, hereinafter referred to as "Fort Lawton".*

RECITALS

WHEREAS, the City is the designated Local Redevelopment Authority responsible for preparing a redevelopment plan for the reuse of approximately thirty-four acres of surplus federal property at Fort Lawton; and

WHEREAS, the District shares the City's vision for a redevelopment that includes affordable housing, park and recreational uses; and

WHEREAS, the District and the City executed the *"Seattle Public Schools and City of Seattle Public Process Partnership Agreement: School District Facilities, Fort Lawton, Memorial Stadium, and Seattle Center,"* dated November 20, 2017 ("Partnership Agreement"), which established a process for collaboration to achieve unique opportunities for developing District facilities; and

WHEREAS, the Partnership Agreement set forth the City's intent to include the District in the redevelopment plan included in the City's Application for Federal Surplus Property at Fort Lawton ("Redevelopment Plan"), subject to environmental review and agreement on the financial and other terms; and

WHEREAS, the City issued its Final Environmental Impact Statement ("FEIS") for the Fort Lawton Army Reserve Center Redevelopment Project on March 29, 2018; and

WHEREAS, the City's preferred alternative in the FEIS includes the acquisition and development of multi-purpose athletic fields on six acres by the District; and

WHEREAS, the Parties desire to cooperatively establish clear requirements for how the District and the City will participate in the redevelopment of Fort Lawton, including financial participation, public outreach and engagement, and meeting federal requirements and timelines.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises and undertakings contained herein, the sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

I. REDEVELOPMENT PLAN

a. The City shall prepare and submit a Redevelopment Plan to the U.S. Department of Defense ("DoD") and U.S. Department of Housing and Urban Development ("HUD") that includes the acquisition of approximately six acres by the District for development of multi-purpose athletic fields, consistent with the Fort Lawton Army Reserve Center Redevelopment Project FEIS.

b. Subject to federal approval of the Redevelopment Plan, the District shall prepare and submit all necessary applications to the Department of Education ("DoE") for acquisition of approximately 5 to 6 acres of property for development of multi-purpose athletic fields consistent with the Redevelopment Plan ("the Property"), within three months of being notified of federal approval of the Redevelopment Plan. The District shall, in its

sole discretion, decide whether to acquire the Property from the DoD, based on the terms approved by the DoE.

II. PUBLIC OUTREACH AND COMMUNICATIONS

a. The City's Parks and Recreation Department ("SPR") will coordinate with the District on outreach and implementation of the plan for the multi-purpose athletic fields.

b. The Parties agree to have one single point of contact when engaging with community members and will implement a communications plan related to any joint communications about impacts associated with redevelopment of the property.

III. FINANCIAL CONTRIBUTIONS AND SCHOOL BOARD APPROVAL

a. Pre-development/caretaker costs. In consideration for the agreements herein, the District agrees to pay to the City one-fourth of the pre-development/caretaker costs associated with the lease of the entire Fort Lawton property from the U.S. Army, incurred from December 1, 2017 until the property is transferred by the U.S. Army. Pre-development/caretaker costs include security, drainage fees, utilities (electricity, water, gas), and graffiti removal. The first invoice, for the period through December 31, 2018, in the amount of $80,790, will be provided by the City to the District immediately upon execution of this Agreement. Thereafter, the City will invoice the District on a quarterly basis a proportionate share of actual pre-development/caretaker costs (estimated $28,836). The District will make payment to the City within (30) days of receipt of each invoice. The District's total contribution towards such caretaker costs will not exceed $249,000. If the District acquires the Property, financial obligations approved by the School Board according to subsection III.e. will include pre-development/caretaker costs exceeding $249,000, if any, as calculated according to this subsection III.a.

b. Acquisition and development. If the District elects to proceed with acquiring the Property, the District agrees to pay for all costs associated with acquisition and development of the Property, including but not limited to environmental remediation, demolition, site preparation and infrastructure expenses. If there are costs associated with acquisition and development of the Property that can be shared with the City's costs associated with acquisition and development of the remainder of the site included in the Redevelopment Plan, then the District agrees to pay for its proportionate share of those related costs.

c. Demolition prior to federal conveyance. If the U.S. Army approves the demolition of structures at Fort Lawton prior to any conveyance or negotiated sale, the Parties can undertake the demolition of structures located on their respective site (Harvey USARC – Building 216 by the District and Leisy USARC – Building 220 by the City).

d. Financial contributions if Property not acquired. The District shall pay to the City the total costs of pre-development/caretaker costs according to subsection III.a of this Agreement as incurred through the date of notice to the City of election not to acquire or failure to acquire the Property.

e. While this MOA does not require approval by the District's School Board of Directors, School Board approval is required if the District is to proceed with any acquisition of the Property or is to incur any financial obligations exceeding those set forth herein.

IV. PLANNING, DESIGN AND DEVELOPMENT OF THE PROPERTY

a. The planning and design of the Property for multi-purpose athletic fields, consistent with the Redevelopment Plan, shall be informed by the coordinated and joint outreach and engagement efforts described in Section II.

b. The District agrees to complete development of the Property no later than three years from the date of actual conveyance.

c. The Property will be developed for multi-purpose athletic fields consistent with SPR minimum development standards.

d. All park and recreational property at Fort Lawton owned by the District and SPR will be operated and maintained consistent with the existing Joint Use of Facilities Agreement between the District and City, which is expected to be extended or renewed by October 14, 2019.

e. If the District acquires the Property, the District agrees to construct improvements to the Property, consistent with the Redevelopment Plan, including 60 vehicle parking spaces for shared use for Fort Lawton athletic fields and housing, consistent with the public outreach and communications process described in subsection II. An agreement that describes the terms of shared parking will be negotiated between the District and the City prior to the District's acquisition of the Property.

V. PROGRESS REPORTS REGARDING PROPERTY ACQUISITION

a. Upon approval of the redevelopment plan by DoD and HUD, the District shall provide written monthly progress reports in a manner and form reasonably requested by the City to demonstrate to the City that the District is making progress towards acquisition of the Property and meeting the necessary federal requirements to successfully acquire and develop the Property.

b. The City agrees that the District may pursue acquisition of the Property either through application for a public benefit conveyance granted by the U.S. Department of Education provided the City is given reasonable assurance by the District Superintendent that failure by the District to succeed in Property acquisition would not preclude a later public benefit conveyance to the City.

c. In the event the District elects not to acquire the Property, or fails to acquire the Property within nine months of DoD and HUD's approval of the Redevelopment Plan, the City shall be entitled to pursue direct acquisition of the Property in order to preserve the opportunity to secure land for

public park and recreation uses. If the District elects not to acquire the Property, or fails to acquire the Property within nine months of DoD and HUD's approval of the Redevelopment Plan, the District shall have no further financial obligations of any nature under this Agreement from the earlier of the date of such election or upon the nine month milestone.

VI. FUTURE PROPERTY USES

a. Should the District acquire the Property and later pursue any changes to the use of the Property as multi-purpose athletic fields, the District shall be responsible for conducting any legally required environmental review.

b. The District agrees that any future uses it considers for the Property must be compatible with adjacent housing and park uses to the extent required by law, and the District will consult, coordinate and cooperate with the City to ensure that appropriate planning, public outreach and engagement is conducted.

VII. EFFECTIVE DATE AND TERM OF AGREEMENT

This agreement shall take effect when fully executed by all parties (the "Effective Date") and shall continue until terminated pursuant to the terms of this Agreement.

VIII. TERMINATION OF AGREEMENT

Either Party may terminate this Agreement for convenience and without cause by giving the other Party written notice of such termination at least (30) calendar days prior to the effective date of termination.

IX. GENERAL MATTERS AND RECORDING

a. Entire Agreement. This document contains all terms, conditions and provisions agreed upon by the Parties hereto, and shall not be modified except by written amendment.

b. No Assignment. No Party shall have the right to transfer or assign its rights or obligations under this Agreement without the prior written consent of all other Parties.

c. Venue. Any action filed under or related to this Agreement must be brought in King County Superior Court at Seattle, Washington.

d. Dispute Resolution. If any dispute arises among the Parties which is not resolved by routine meetings or communications, the Parties agree to seek resolution of such dispute in good faith by meeting, as soon as feasible. If the Parties do not come to an agreement on the dispute, Parties may agree to pursue mediation through a process to be mutually agreed upon, with the Parties to the dispute sharing equally the costs of mediation and assuming their own costs.

e. No Third-Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.

f. Notices. All notices, demands or other communications required or permitted to be given under the provisions of this Agreement shall be in writing and shall be considered as properly given if delivered personally or sent by United States Postal Service first class or prepaid. Notice so sent shall be effective three (3) days after mailing, if mailed by first class mail, and otherwise upon receipt at the address set forth below, *provided, however,* that non-receipt of any communication as a result of any change of address of which the sending Party was not notified or as a result of a refusal to accept delivery shall be deemed receipt of such communication, if addressed as follows, or as later designated in writing:

City of Seattle
ATTN: Steve Walker
Director, Office of Housing
PO Box 94725
Seattle, WA 98124-4725

Seattle Public Schools
ATTN: Fred Podesta
Chief Operations Officer

X. COUNTERPARTS

This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated Agreement.

Approved and executed this ____ day of _____, 2019

THE CITY OF SEATTLE

Steve Walker
Director, Office of Housing

THE CITY OF SEATTLE

Jesus Aguirre
Superintendent, Parks and Recreation

SEATTLE PUBLIC SCHOOLS (aka
SEATTLE SCHOOL DISTRICT NO. 1)

Denise Juneau
Superintendent