



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**March 14, 2006**

**Ordinance 15391**

**Proposed No.** 2004-0016.2

**Sponsors** Edmonds and Phillips

1 AN ORDINANCE relating to the operation of the West  
2 Point Treatment Plant, confirming satisfaction of the 1991  
3 City of Seattle Council Conditional Use Approval (Project-  
4 Level) to Expand the West Point Treatment Plant, adopting  
5 findings, in satisfaction of condition 1c of said approval,  
6 regarding future use of digesters at the treatment plant, and  
7 authorizing a memorandum of agreement for payments to  
8 the city of Seattle in satisfaction of Section 1(d) of the  
9 settlement agreement regarding the continuing use of the  
10 digesters at West Point.

11  
12  
13 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

14 SECTION 1. Definitions. The definitions in this section apply  
15 throughout this ordinance.

16           A. "West Point permit" means the project-level conditions established by the  
17 Seattle City Council for the Council Conditional Use Approval (Project-Level) to expand  
18 the West Point Treatment Plant, January 14, 1991.

19           B. "West Point Settlement Agreement" means the February 19, 1991, agreement  
20 which requires that if neither the Riedel/SMI process nor any alternative meeting the  
21 requirements for removing the digesters at West Point is implemented by December 31,  
22 2005, King County shall pay to the city of Seattle, for deposit in the city's Shoreline park  
23 improvement fund one million dollars per acre for the land which, because of the  
24 presence of the digesters, is not available for public access.

25           C. "Memorandum of agreement" means a new document to be executed by King  
26 County and the city of Seattle regarding the digester funds and accrued interest from  
27 King County, which is to be deposited in the city's Shoreline park improvement fund,  
28 pursuant to the 1991 West Point Settlement Agreement.

29           SECTION 2. Findings of fact.

30           A. King County implemented a privatized solids drying facility at the West  
31 Point treatment plant that, if successful, could have resulted in the eventual removal of  
32 digesters in accordance with West Point Permit Condition 1c. The facility started  
33 operation in 1995. On May 7, 1997, King County terminated the contract for the  
34 privatized solids drying facility. This decision was based, in part, on eighteen months of  
35 full-scale operating experience and a subsequent third-party engineering report that  
36 concluded: "Thermal drying cannot reliably replace digesters at West Point."

37 B. King County has continued to investigate and test technologies that have the  
38 potential to replace some or all of the digesters at the West Point treatment plant through  
39 its applied wastewater technologies program.

40 C. King County's technology assessment efforts to date have not identified any  
41 single technology that, given the constraints and objectives at West Point, can safely,  
42 reliably and cost-effectively be substituted for digesters at West Point.

43 D. Pursuant to the requirements of the West Point Settlement Agreement, Section  
44 1(d), King County has deposited in an interest-bearing account one million dollars per  
45 acre for the land area, which, because of the presence of the digesters, is not available for  
46 public access.

47 E. As of December 31, 2005, the accumulated value of the digester funds that  
48 King County has deposited in an interest bearing account deposit in the city's Shoreline  
49 park improvement fund totals five million three hundred sixty five thousand three  
50 hundred one dollars.

51 **SECTION 3. Declaration.**

52 A. Based on the findings of fact in section 2 of this ordinance, King County  
53 declares that no technology has been identified that would have allowed removal of the  
54 digesters at the West Point treatment plant prior to December 31, 2005, and that all  
55 provisions of Condition 1c of the West Point Permit have been satisfied.

56 B. Based on the declaration in subsection A. of this section, King County  
57 declares that the conditions for the deposit of five million three hundred sixty five  
58 thousand three hundred one dollars in digester funds into the city's Shoreline park

59 improvement fund be dedicated to improvements to Discovery park, pursuant to the 1991  
60 West Point Settlement Agreement, have been satisfied.

61        SECTION 4. The executive shall execute a memorandum of agreement with the  
62 city of Seattle, for deposit in the city's Shoreline park improvement fund one million  
63 dollars per acre plus accrued interest for the land area, which, because of the presence of  
64 the digesters, is not available for public access. Pursuant to Section 1(d) of the West  
65 Point Settlement Agreement, the memorandum of agreement shall state that all funds

66 deposited with the city of Seattle shall be dedicated to improvements to Discovery park,  
67 consistent with the terms of the 1991 West Point Settlement Agreement.

68

Ordinance 15391 was introduced on 4/5/2004 and passed by the Metropolitan King  
County Council on 3/13/2006, by the following vote:

Yes: 7 - Mr. Phillips, Ms. Lambert, Mr. Dunn, Mr. Ferguson, Ms. Hague, Ms.  
Patterson and Mr. Constantine

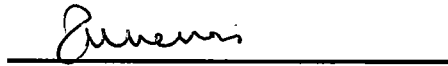
No: 0

Excused: 2 - Mr. von Reichbauer and Mr. Gossett

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 22 day of MARCH, 2006.

  
Ron Sims, County Executive

**Attachments**

A. Project Level Conditions Established by the City of Seattle Council for the  
Conditional Use Approval to Expand the West Point Treatment Plan, January 14,  
1991, B. West Point Settlement Agreement, February 19, 1991, C. West Point  
Memorandum of Agreement dated Dec. 2005 with attachment dated May 3, 2005

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Attachment A

2004-016

15391

PROJECT LEVEL CONDITIONS ESTABLISHED BY  
THE CITY OF SEATTLE COUNCIL FOR THE  
CONDITIONAL USE APPROVAL TO EXPAND THE  
WEST POINT TREATMENT PLANT

JANUARY 14, 1991

BEFORE THE CITY COUNCIL  
OF THE CITY OF SEATTLE

In the Matter of the Application of )  
 )  
THE MUNICIPALITY OF )  
METROPOLITAN SEATTLE (METRO) )  
for Council Conditional Use )  
Approval (Project-Level) to )  
Expand the West Point Sewage )  
Treatment Plant )  
 )  
 )

Project No. 8804596  
C.F. No. 296799

PROJECT-LEVEL CONDITIONS  
ESTABLISHED BY THE SEATTLE  
CITY COUNCIL

PLAN PERMIT CONDITION #1--PLANT FOOTPRINT AND FUTURE DEVELOPMENT

Condition 1a: The above ground footprint of the plant (as measured with an imaginary line drawn around the above ground facilities) shall be no larger than 32 acres, with no more than 6.1 acres in the shoreline district.

Condition 1b: There shall be no parking areas for the treatment plant in the shoreline district.

Condition 1c: The secondary treatment plant at West Point shall include a solids processing facility that, if successful, will result in the eventual removal of the existing digesters (structures 08-01, -02, -03, -04, -05 and control facilities, and associated structures shown in Figure 3 and in the Proposed Facilities Plan Sheet 99007).

Metro may implement the process in phases. If it chooses to do so, it shall time the phases so that a final decision as to whether the process can successfully handle all of the solids generated by the West Point plant can be and is made with sufficient lead time to allow removal of the digesters and associated buildings and facilities and reconfiguration of the perimeter landscaped berm by no later than December 31, 2005. If Metro determines that the process will not be able to handle all of the solids generated by the West Point plant or will not otherwise be successful, it shall state in writing in the form of a resolution adopted by the Metro Council or its successor body the reasons for its decision and what

further actions, if any, Metro will take to allow the future removal of the digesters.

If Metro determines that an alternative sludge processing technology can be used to process all solids generated by the West Point plant, and if Metro is able to obtain all necessary permits for the process, Metro shall remove from the West Point site all solids processing facilities not part of the alternative technology. It shall remove them at the end of one year of successful operation of the alternative technology or no later than December 31, 2004.

When the digesters are removed in compliance with this condition, Metro shall reconstruct or reconfigure the landscaped berm in a manner determined by the Parks Department to be appropriate, providing continuation of the public access areas already established. This work shall be completed within one year of the date of the removal of the unnecessary solids processing facilities or no later than December 31, 2005. Upon the completion of the reconstruction/reconfiguring and landscaping of the berm, the dedication referred to in Condition 2j shall be amended to include this area for public access and park purposes.

Condition 1d: At the time the final design is complete, Metro shall record a declaration of covenants, conditions, and restrictions describing, to the satisfaction of the City's Law Department, the limitations of the Plan Permit regarding size. Metro's proposed declaration of covenants, conditions, and restrictions shall be circulated to the parties of record in the City Council's project-level hearings. Those parties shall have thirty days to submit written comments to the Law Department for its consideration prior to approval of the declaration. If a declaration approved by the Law Department has not been recorded by January 1, 1992, DCLU shall withhold the issuance of any further permits and approvals for construction of the West Point facilities until such time as the declaration has been recorded. The declaration shall include the following provisions:

- Maximum size (32 acres; with no more than 6.1 acres in the shoreline);
- No parking in the shoreline within the plant footprint;



- Statement that any reductions in footprint size made possible by use of the Riedel/SMI alternative technology or other means, be implemented as soon as possible. In the case of removing digesters due to the success of an alternative sludge processing technology, such removal would occur at the end of one year of successful operation of the alternative technology or no later than December 31, 2004. If the digesters are removed, development of the landscaped berm would be completed within one year of the removal of the digesters or no later than December 31, 2005 [see 1c]. The area thus made available for public use would be added to the area dedicated for public access;
- Any significant changes in the height or appearance of the plant, as determined by the City, shall be prohibited unless prior approval by the City Council is obtained based upon a finding that any such change is consistent with the Plan Permit conditions and Project Permit conditions.

#### PLAN PERMIT CONDITION #2--PUBLIC ACCESS

Condition 2a: For purposes of permit conditions governing public access, "South Beach" is defined to be the area waterward of the south edge of the temporary relocated access road. The temporary relocated access road shall be installed south of the existing access road along the alignment set forth in Exhibit 280, except that the temporary relocated access road shall be located eight feet north of that alignment along the 300 feet lying southeast of the area which is to be used for temporary sludge truck staging. The temporary relocated access road shall be installed at existing grade except as necessary to transition to or reflect future grade in the area where new utilities are installed.

Disruption of public access and closures of South Beach for allowed activities shall be kept to a minimum. The following listed activities and only the following listed activities shall be allowed to result in the disruption or closure of public access to or use of South Beach and only for the times stated, unless Metro proves to the satisfaction of DCLU and the Parks Department that other activities will necessarily result in the closure of the South Beach. In such instances, South Beach may be disrupted or closed only for the time or duration permitted by DCLU and the Parks Department. In order to minimize disruption of access to South Beach, the effluent and influent line element shall be constructed concurrently and within the time shown, unless Metro can demonstrate to DCLU's satisfaction that this coordination of construction activities is unreasonable. Simultaneous closing (for a maximum period of one year) of the trails along North and South Beach for construction of the perimeter berm and installation of landscaping may be allowed only upon approval by DCLU and only upon a showing of necessity by Metro.

Metro shall include a penalty clause in its contracts for all construction on South Beach that provides for the imposition of financial penalties for each day of delay not caused by an act of nature. If closures extend beyond the times allowed by this condition, for reasons other than an act of nature, DCLU may impose a penalty of \$2,000 per day until such time as public access is restored. Any penalties imposed under authority of this condition shall be paid to the City and added to the shoreline improvement fund.

<u>Allowed Activity</u>	<u>Duration</u>	<u>Extent</u>
Installation of influent line for connection of Alki base transfer line	12 months	Crossing road, uplands to near MHHW
Final relocation of access road and construction of berms and landscaping	12 months	Upland/dune area closed to approximate location of existing logline

Condition 2b: Metro shall ensure that the public is able to use the South Beach area waterward of the south edge of the temporary relocated access road at all times during the construction of the plant, except as allowed under Condition 2a. No material stockpiling shall be allowed except north of the temporary relocated access road. The slope of any stockpile located adjacent to the temporary relocated access road shall not exceed 2:1.

Condition 2c: The North Beach trail shall not be closed except for the following listed activities. Closures not listed, or closures for durations or extents significantly greater than indicated, shall not be allowed except with prior approval by the Parks Department after a showing of necessity by Metro.

<u>Allowed Activity</u>	<u>Duration</u>	<u>Extent</u>
Construction of berm, landscaping, and trails	12 months	North Beach Trail closed
Connection to the existing emergency bypass	up to 2 months	North Beach Trail closed

If permits for the temporary construction dock for which Metro has made an application are approved, closure of the North Beach Trail shall be permitted for up to 6 months to allow construction of the dock. Connection of the plant headworks to the existing emergency bypass and construction of the dock shall take place concurrently, if approvals of the dock permits are granted in sufficient time to allow such concurrent construction.

Metro shall include a penalty clause in the contracts for all construction within the North Beach trail area that provides for the imposition of financial penalties for each day of delay not caused by an act of nature. If closures extend beyond the time allowed by this condition, for reasons other than an act of nature, DCLU may impose a penalty of \$2,000 per day until such time as public access is restored. Any penalties imposed under authority of this condition shall be paid to the City and be added to the shoreline improvement fund.

Condition 2d: Prior to the issuance of construction permits for any structures, and annually thereafter on the anniversary of that issuance, Metro shall submit to DCLU an updated construction schedule that relates proposed construction activities with anticipated location, duration, and extent of beach and trail closures. This schedule shall be updated and resubmitted prior to the beginning of construction. At the same time that it submits any updated construction schedule to DCLU, Metro shall mail a notice to the parties of record in the City Council's project-level hearings, advising them that the schedule is available for inspection at DCLU.

Condition 2e: A plan to maximize access consistent with public safety (e.g., temporary fences, signs, alternative routes, etc.) shall be submitted with the updated schedules (see Condition 2d) for DCLU's approval. This plan shall be implemented throughout the construction period to DCLU's satisfaction unless it is modified with the prior approval of DCLU in consultation with the Parks Department.

This plan shall be revised as necessary and submitted with the updated construction schedule required by Condition 2d. At the same time that it submits any access plan to DCLU, Metro shall mail a notice to the parties of record in the City Council's project-level hearings, advising them that the plan is available for inspection at DCLU.

Condition 2f: Details of construction as it will occur within or affect use of Discovery Park shall be submitted to the Parks Department for its approval 4 weeks prior to the beginning of any of those activities. At the same time that it submits such construction information to the Parks Department, Metro shall mail a notice to the parties of record in the City Council's project-level hearings, advising them that the information is available for inspection at the Parks Department. The locations, extent, and duration of construction activities must be specified and measures included to minimize disruption of habitat and public use. All areas within Discovery Park involved in construction or used by Metro during construction shall be restored by Metro to the satisfaction of the Parks Department within one year of that activity.

Condition 2g: Metro shall notify the Parks Department and the general public of the closures or physical disruptions of any beach, beach trail, or other trail at least 4 weeks prior to those events. Notification shall include details as to the location, extent, and duration of closure and measures taken to provide alternative access, and other mitigation. This information shall be a regular feature of Metro's ongoing public information program (i.e., included in Metro's Update). Notification to the Parks Department is to be in writing and in a format approved by the Parks Department. At the same time that it provides such notification to the Parks Department, Metro shall mail a notice to the parties of record in the City Council's project-level hearings, advising them that the information is available for inspection at the Parks Department.

Condition 2h: Metro shall erect, maintain, and utilize with the approval and direction of the Parks Department, two kiosks (one at the Park entrance, the other near the plant site) for public information regarding construction activities and public access. Notices regarding construction activities and beach or trail closures shall be posted at these kiosks, the Discovery Park Visitor Center, and/or other standard Park bulletin boards or similar facilities at the direction of the Parks Department. Notice of trail closures and/or disruptions shall be posted at trailheads in Discovery Park in order to give warning to hikers. These notices shall be posted at locations and in the form approved by the Parks Department.

Condition 2i: At the completion of final design or by May 1, 1991, whichever occurs first, Metro shall submit to DCLU a survey of the site establishing construction boundaries. After the completion of construction of all treatment structures, the site shall be resurveyed to establish the legal description to be recorded with the easement agreement referred to in Condition 2j.

Condition 2j: By no later than January 1, 1992, Metro shall submit to the City Law Department a proposed easement for its review and approval. The easement shall include all the provisions set forth in the form of easement agreed to by the parties. Metro's proposed easement shall be circulated to the parties of record in the City Council's project-level hearings. Those parties shall have thirty days to submit written comments to the Law Department for its consideration prior to approval of the easement. Metro shall record the easement, using an interim legal description complying with the requirements of Condition 2i, if necessary, no later than one month from the date of commencement of secondary treatment. Metro shall record an amended easement if the legal description changes after completion of all work on the West Point facility.

Condition 2k: Metro shall prepare a memorandum of understanding to govern the management of the public access area referred to in Condition 2j. This memorandum of understanding shall provide, to the satisfaction of the Law Department and the Parks Department, for the public use of the area and the commitment of Metro to maintain and replace plantings as necessary, for adequate litter clean-up, and for repair and maintenance of trails, roads and other features consistent with maximizing the public's use and enjoyment of the area. Metro shall circulate its proposed memorandum of understanding to the parties of record in the City Council's project-level hearings. Those parties shall have thirty days to submit written comments to the Law Department and the Parks Department prior to departmental approval of the memorandum of understanding.

If a memorandum of understanding acceptable to the City has not been provided by Metro by January 1, 1992, DCLU shall withhold the issuance of any further permits and approvals for construction of the West Point facilities until such time as the memorandum of understanding has been prepared and approved by the Law Department and the Parks Department and signed by the appropriate Metro representative. The effective date of the memorandum shall be the date that the work on the landscaped berm is completed.

Condition 2l: At minimum, standard shoreline public access signs shall be installed at the easternmost point of the North Beach Trail (where the trail crosses into Discovery Park), at a point where the South Beach Trail crosses the access roadway, at the trailhead leading toward the South Beach from the meadow area, and near the small permit parking area near South Beach. Further, Parks Department review and approval shall be required for other signs proposed by Metro.

#### PLAN PERMIT CONDITION #3--RECREATIONAL OPPORTUNITIES

Condition 3a: Metro shall consult and work cooperatively with the Parks Department to ensure that facilities and mitigation design and construction will result in enhanced access and recreational opportunities, to the satisfaction of the Parks Department, consistent with the naturalistic character of Discovery Park.

Condition 3b: Metro shall compensate the Parks Department for additional staff time spent on administering the park's Beach Interpretive Program and additional staff time spent by clerical staff answering questions regarding the impacts of the proposed and actual West Point construction activities on Parks programs. The Parks Department shall provide Metro a regular statement of the amount of staff time spent on these two items. Metro shall compensate the Parks Department for the actual staff time at the Parks Department pay rates. The specific mechanics of how this payment by Metro to the Parks Department will take place shall be worked out between the Parks Department and Metro.

Metro shall work cooperatively with the Parks Department to develop a program that will make it possible for Metro to make a vehicle available to the Parks Department on an as-needed basis to administer its beaches program. Metro shall make a vehicle available to the Parks Department when it is needed.

Condition 3c: The upland bench and retaining wall/security barrier shall be situated at the end of the HPO basins proposed as part of the current construction along the approximate 140 ft. elevation Metro datum (see the proposed grading plan on Sheet 99014). The area shall be landscaped consistent with the overall plan for the perimeter berms.

Public use of the area shall be allowed in the same manner as the perimeter berms, but this area shall not be included as a part of the public easement required by Condition 2j. At the time the easement required by Condition 2j is recorded, a separate easement agreement for this area shall be recorded which temporarily provides the same rights and reservations. As soon as a building permit is issued for construction of the HPO basins slated for this area, the temporary easement agreement shall terminate.

The temporary easement area may be posted with signs stating that public use of the area is being made available by Metro and is temporary and will terminate when additional HPO basins are built. The signs may be placed in areas that are conspicuous to the public; however, the design shall be subject to approval by the Parks Department.

Condition 3d: Metro shall remove the existing effluent pumping station and dewatering buildings, and create a South Beach/Lighthouse open space as part of the perimeter mitigation/landscaping. As shown in Figure 7 (also Sheet 99017), the topography of this space shall be developed to integrate with the proposed berms to the east and the relatively flat area to the west. The area shall also be planted with appropriate species for the proposed low forest shrub zone, and a handicapped-accessible path shall connect the North Beach Trail to the trail leading to South Beach.

Condition 3e: Metro shall consult and work cooperatively with the Parks Department to design and construct this open space area consistent with the mitigation/landscape plan, and to enhance access and recreational opportunities to the satisfaction of the Parks Department. Any use or development of Parks Department property must have the prior approval and permission of that Department.

Condition 3f: Metro shall prepare at its own expense and submit to the Parks Department a satisfactory quantitative study of the north beach intertidal area, based on several key transects, which provides an inventory and mapping of marine organism communities. Epibenthic and infaunal organisms, as well as macroalgae and eel grass, are to be included in this study. This study shall be approved by the Parks Department. Metro shall work cooperatively with the Parks Department to revise the north beach concept plan and to obtain the necessary permits for the north beach enhancement measures and improvements. The cost of design and construction of the beach enhancement measures and improvements shall be paid from the shoreline improvement fund. No shoreline improvement funds shall be spent or committed without first securing the City Council's approval.

Condition 3g: Metro shall modify the existing riprap revetment along North Beach to the satisfaction of the Parks Department to improve access to North Beach. The concrete debris and other deleterious and inappropriate material shall be cleaned out of the revetment and the level of the riprap shall be lowered to the extent consistent with the goals of plant safety and public access. The inland edge of the riprap shall be backfilled with crushed rock and sand and be planted with dune/beachgrass between the trail and the revetment. Metro shall retain the sandy "pocket beach" at the far end of the panhandle.

#### PLAN PERMIT CONDITION #4--ODOR CONTROL

Condition 4a: Odors emanating from the treatment plant shall not exceed three (3) odor units as measured from any publicly-accessible area outside the plant footprint. Processes shall be chemically treated, facilities enclosed, ventilating air treated, and/or other measures employed as necessary to achieve the required performance standard. Metro shall be responsible for compliance with this condition regardless of the source of odor within the plant.

Condition 4b: Metro shall demonstrate to DCLU's satisfaction that odor control equipment and measures have been incorporated into the plant design. This information shall be provided prior to issuance of the first building permit for a process facility structure. Special situations, including but not limited to Metro manhole covers in Discovery Park and digester vents, shall be included in the odor control program and shall be equipped with odor control systems.

Condition 4c: Odor control equipment and other measures shall be installed and fully functional by the time operation of the secondary treatment facilities begins. Odor monitoring shall begin as soon as odor control equipment is functional. Metro shall ensure that all odor control equipment and other measures shall be operated and maintained in a manner that is consistent with the three odor unit standard of Condition 4a.

Condition 4d: Each year after the odor control equipment has been installed, Metro shall determine the odor levels generated by plant operations by collecting air samples on South and North Beach and the Discovery Park hillside trails once a week for four weeks during the month of August. Wind direction and speed and tide level shall be noted at the time of each test. The samples shall be tested for odor levels in accordance with procedures approved by PSAPCA and DCLU. Test results shall be provided to DCLU within five days after the test period. If DCLU deems it necessary, Metro shall pay for an expert of DCLU's choosing to devise testing procedures. Also, if DCLU deems it necessary, Metro shall pay for independent verification of the tests and test results.

At any time the results of testing indicate that the standard is being exceeded, Metro shall, upon receipt of notice from DCLU that this condition is not being met, have 30 days in order to bring odor emissions into compliance, using existing equipment or whatever modifications would be effective. After such remediation is complete, or after 30 days, whichever comes first, Metro shall repeat the testing process. If results still indicate that the standard is not being met, Metro shall, upon notice from DCLU, have up to 90 days to install additional controls and/or adjust its processes in order to bring odor emissions into compliance. Metro shall conduct additional testing upon request by DCLU to confirm ongoing compliance with the odor standards established by these conditions.

Three test results indicating non-compliance in any two-year period after the odor control equipment has become operational shall be considered evidence of chronic and/or repeat violation of this condition and DCLU shall take appropriate action for non-compliance as prescribed by the Seattle Municipal Code.

Condition 4e: Prior to the issuance of building permits for construction of any treatment process structures that are subject to Puget Sound Air Pollution Control Agency (PSAPCA) permits, Metro shall demonstrate to DCLU's satisfaction (through obtaining the requisite permits or other evidence from PSAPCA) that the proposed emission controls are designed to achieve compliance with applicable standards for all regulated emissions.

Condition 4f: Emission control equipment and measures approved and/or required by the Puget Sound Air Pollution Control Agency shall be installed, operated, and maintained in a manner necessary to at minimum meet the level of control mandated by all applicable standards.



Condition 4g: In order to control the release of particulate matter and other pollutants into the atmosphere during construction, dust suppression measures and/or other techniques shall be used as needed to minimize adverse air quality impacts to the satisfaction of DCLU, consistent with the regulations of the Puget Sound Air Pollution Control Agency and with reasonable mitigation of potential adverse health impacts. Control measures should include, but not be limited to, truck wheel cleaning/washing to ensure that construction vehicles do not track dust or dirt onto the streets; sprinkling construction areas or otherwise providing that dust and dirt is not blown into the atmosphere; and controlling vehicle exhaust. Metro shall employ effective controls and DCLU may require other or additional controls as needed to provide effective mitigation.

Condition 4h: Metro shall submit to PSAPCA odor and emission studies satisfactory to PSAPCA prior to the issuance of building permits for any process facilities.

Condition 4i: A summary of odor complaints shall be sent to DCLU every three months beginning on the first day of the third month of the plant providing secondary treatment. The summary shall indicate the date of complaint, name and phone number of each person making a complaint, nature of complaint, Metro's response, and resolution. Follow-up information regarding the investigation and resolution of each complaint shall also be sent to DCLU as it becomes available. Upon request by DCLU, Metro shall provide DCLU with a copy of its entire odor complaint data file.

Metro shall provide notice of the availability of its odor complaint procedure at the four Discovery Park parking areas. The design, content, location, and manner of posting of these notices shall be subject to the approval of the Parks Department.

Condition 4j: Metro shall ensure that all loaded sludge trucks are covered with covers impermeable to odors as soon as they are loaded. All loaded sludge trucks must remain covered at all times while on site and during transit. The best available technology for covering sludge trucks shall be used.

#### PLAN PERMIT CONDITION #5--TRAFFIC

Condition 5a: Metro shall complete all of the improvements listed in this condition to the satisfaction of the Parks Department, prior to 50 truck departures per day (including sludge truck departures) being generated from the site and prior to the issuance of a final grading permit. Prior to any grading activity on the site or any other action that will generate any truck departures in addition to sludge truck departures, Metro shall obtain a first phase grading permit from DCLU. The application for the first phase grading permit shall identify to DCLU's satisfaction when 50 truck departures per day (including sludge truck departures) will be generated from the site and when the required improvements will be completed.

- (1) Separate pedestrian pathway paralleling the roadway from the Park entrance to South Beach;
- (2) Crosswalk markings and pedestrian signs at trail crossings;
- (3) Pedestrian underpass at the easterly Loop Trail crossing;
- (4) Improved signs for pedestrian and vehicles;
- (5) Temporary bicycle bypass route; and
- (6) Flagperson(s) and crossing guard(s) as directed by the Parks Department (including a flag person to control traffic at West Government Way, 36th Avenue West, and West Texas Way when peak traffic flows at the Army Reserve facilities overlap construction activities).

Condition 5b: Metro shall complete all of the improvements listed in this condition to the satisfaction of the Seattle Engineering Department (SED), prior to 50 truck departures per day (including sludge truck departures) being generated from the site and prior to the issuance of a final grading permit. Prior to any grading activity on the site or any other action that will generate any truck departures in addition to sludge truck departures, Metro shall obtain a first phase grading permit from DCLU. The application for the first phase grading permit shall identify to DCLU's satisfaction when 50 truck departures per day (including sludge truck departures) will be generated from the site and when the required improvements will be completed.

- (1) Install a four-way stop control at 36th Avenue West and West Government Way.
- (2) Provide a temporary traffic signal for the intersection of 34th Avenue West and West Government Way unless determined by SED not to be necessary.
- (3) Revise pavement markings north of West Dravus Street on 20th Avenue West and Gilman Avenue West to accommodate a bike lane and two traffic lanes in the uphill (northbound) direction, and a traffic lane and a bike lane in the downhill (southbound) direction.
- (4) Provide overhead flashing beacons at the intersection of the overpass and West Emerson Street with specifics as called out in SED comments. A stop sign and stop bar shall be provided to control westbound to southbound traffic. (A flag person shall be provided during the months of peak truck activity as determined by the TMT.)
- (5) Provide traffic signals on both sides of 15th Avenue West at West Dravus Street. Changes to the existing lane configuration shall not be allowed except with express SED approval after Metro investigates street design options regarding providing turning radius needed by trucks.

- (6) Provide a signal for the intersection of West Dravus Street and 20th Avenue West.
- (7) Provide \$10,000 for traffic control measures for specific improvements to 36th Avenue West between West Government Way and West Emerson Street. Up to \$5,000 of that amount shall be used for the provision of curb bulbs in the 4000 block of 36th which has already been identified as a mitigation for the anticipated increase in traffic on this block due to drivers seeking an alternate route to avoid the construction traffic. SED will work with the neighborhood to identify other projects, up to a total of \$10,000, which would similarly mitigate local traffic impacts.
- (8) Install a four-way stop immediately at 34th Avenue West and West Emerson Street, unless that is determined to be inappropriate by SED.
- (9) Pedestrian Safety - Install curb bulbs with wheelchair ramps and/or pedestrian refuge islands to assist pedestrian crossing at 36th Avenue West and West Government Way and at the "S" curves near 32nd Avenue West and West Government Way.
  - Provide crossing guards and/or other such remedy at the school crossing at West Government Way and Gilman Avenue West as determined necessary by SED. This provision may change with changes in school schedules and usage.
  - Provide funds for a SED study to identify and design special traffic controls along the haul route to protect pedestrian crossings, school bus access, and school crossings. Provide those improvements (signs, crosswalks, crossing guards, etc.) as specified by SED.
- (10) Trial Run - Metro shall demonstrate to SED's satisfaction through field test/verification that traffic modifications are valid. This testing shall be repeated as determined necessary by SED.
- (11) All traffic control measures specified in Condition 5b shall be implemented as determined appropriate by SED. Upon completion of construction, Metro shall remove physical improvements only as directed by SED.
- (12) In areas where West Point-related utilities construction occurs in City streets, traffic control measures shall be implemented as determined appropriate by SED and pavement shall be restored to the satisfaction of SED.

Condition 5c: Metro shall implement the following measures to the satisfaction of the Director of DCLU and the City's Traffic Engineer based upon recommendation of the City's Traffic Management Team.

- (1) Metro shall be responsible for ensuring that the haul route is kept clean of dust and dirt from construction traffic. Daily street cleaning of all haul route streets between the construction site and 15th Avenue West shall be required as needed to accomplish this end result.
- (2) Metro shall be responsible that construction traffic does not track mud and dirt into the streets along the haul route. To this end, Metro shall ensure that all trucks leaving the construction site are run through a wheel washer as needed to eliminate the debris that could otherwise be dropped along the haul route.
- (3) All construction vehicles hauling soil, rocks, and other excavation or fill materials to and from the site shall comply with state law. Upon a determination by the Traffic and Management Team (TMT) (as described in Condition 5y) that maintaining a 6 in. freeboard, as opposed to covering loads, is not adequate to prevent spillage and reasonably control fugitive particulates from the construction trucks, the construction trucks shall be covered. The TMT shall monitor and determine the need for covering on a continuing basis. Metro shall include language in its contracts with its haulers that states that at times during the construction of West Point, loaded construction trucks entering and leaving the site may be required to be covered.
- (4) To help provide safe operation of construction trucks, Metro shall establish a procedure whereby all construction trucks are inspected and maintained to ensure that each construction truck is in good operating condition at all times. Any truck not passing inspection or failing to provide documentation of having passed the inspection shall be barred from hauling.
- (5) Metro shall minimize the noise of construction traffic by ensuring that during hauling operations, all trucks shall have all loose equipment secured. Metro shall also ensure that trucks are not allowed to use unmuffled compression brakes.
- (6) During non-rush hours Metro shall limit departures from the West Point site to intervals determined by the Traffic Management Team to be necessary to limit outdoor noise level increases to no more than 10 dBA (Leq). Metro shall include language in its contracts with its haulers that states that they may be required to limit their departures from the site to intervals sufficient to ensure that outdoor noise levels are not increased by more than 10 dBA (Leq).

- (7) Metro shall reduce traffic safety risks in the Magnolia community by ensuring that contractors are aware that speed limits along the haul route are to be obeyed. Metro's contract documents and specifications shall include this requirement. If it is determined necessary by the Seattle Police Department, in consultation with the TMT, Metro shall provide funds as necessary to enable the Police Department to enhance the enforcement of speed limits along the haul route.

Condition 5d: Metro shall ensure that any off-site staging areas, other than those used for barging, shall be in non-shoreline areas approved by the City.

Condition 5e: Metro shall be responsible for minimizing traffic and parking impacts during construction. Metro shall ensure that construction workers are shuttled to and from the site to an offsite, non-shoreline location. Further, Metro shall ensure that construction workers do not park in Discovery Park or on the streets in the vicinity of the Park. Prior to the issuance of a grading permit for the site, Metro shall demonstrate to the satisfaction of the Seattle Engineering Department that it has provided for continuing compliance with this condition.

Condition 5f: During rush hour periods, Metro shall limit departures of construction trucks from the site to no more than one construction truck every 1.5 minutes. Rush hour periods shall be defined as 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., weekends and holidays excluded. The TMT (see Condition 5y) may impose greater delay restrictions or it may impose other restrictions, or both, to reduce noise to acceptable levels as defined in Condition 6 or in response to times when traffic conditions are similar to rush hour traffic conditions, using such indicators as the number of vehicles on or intersecting the haul route and the length of delays (LOS) on the haul route and at intersections with the haul route.

Condition 5g: Throughout the entire construction period, Metro shall be responsible for implementing an ongoing truck traffic noise evaluation and abatement program to the satisfaction of DCLU based upon recommendations of the Traffic Management Team (TMT). A plan for the program approved by the TMT shall be prepared by Metro and the initial monitoring completed and notices provided prior to the issuance of the grading permit for site work. The plan for the program shall include, but not be limited to, the following components:

- (1) Complete a preconstruction noise inventory report including documentation of noise readings conducted along the haul route for this permit application and monitoring data from noise readings of existing conditions at the second row of residences at the Naval Capehart housing area. All noise documentation and evaluation of noise levels along the haul route should be supplied to DCLU and to the Seattle-King County Health Department within thirty days;

- (2) Conduct ongoing monitoring at 6-month intervals, with the raw data provided to the Seattle-King County Health Department within 3 days. Residents should be notified of any change from the baseline noise level of 3 dBA or more;
- (3) Notify neighborhood and Navy housing residents of mitigation options;
- (4) Include all addresses along haul route on public information mailing list;
- (5) Include hotline phone number and noise complaint procedure information in every issue of project update publications sent to the mailing list;
- (6) Upon request, complaint, or based on ongoing monitoring results, evaluate existing noise levels compared to preconstruction levels and provide this data to the Seattle-King County Public Health Department. Metro should monitor residential noise levels within 2 working days of a complaint. The monitoring results should be available in a form requested by the Seattle-King County Public Health Department. The raw data should be provided to the complainant, DCLU, and the Seattle-King County Public Health Department within 3 days;
- (7) Upon request of the residents, Metro shall take mitigation measures where interior noise levels during West Point construction truck traffic show an increase of 5 dBA or more over noise levels without such traffic, or where exterior noise levels indicate a likely interior increase of 5 dBA or more over noise levels without such traffic, or where an hourly Leq of 67 dBA occurs. Such measures may include providing noise insulating windows or other mitigation measures, such as reducing the amount of traffic or requiring departure delays. If Metro chooses to take exterior noise level measurements, the following assumptions shall be made: exterior noise levels are measured in accordance with the evaluation and abatement program required by this condition; the maximum noise attenuation going from the exterior to the interior is 10 dBA between May 1 and October 31 (when windows are likely to be open), and 20 dBA between November 1 and April 30 (when windows are likely to be closed). If Metro chooses not to provide sound insulating windows or take other measures to increase the sound attenuation capabilities of the residences, the occupant of a residence may request DCLU to order Metro to delay truck departures from the site. Metro shall inform the occupant of this right. Metro shall include language in its hauler contracts stating that there may be future delays in the frequency of permissible departures;
- (8) Where mitigation is not effective and verified adverse health impacts are occurring, Metro shall arrange and pay for suitable relocation for those affected. Adverse health impacts shall be verified by the Seattle-King County Public Health Department, upon receipt of a physician's report; and

- (9) A copy of all noise complaints and Metro's review and response will be sent to the Seattle-King County Public Health Department within 30 days.

Condition 5h: Metro shall limit construction truck traffic to and from the West Point site to the hours between 7:30 a.m. and 9 p.m. on weekdays. No construction truck traffic shall be allowed at other hours or during weekends or holidays except with the express authorization of the Director of DCLU, based upon the recommendation of the City's Traffic Management Team (TMT) that special circumstances require extended hours. The TMT shall notify the Magnolia community of such a request and shall allow a representative of the community to be present at the TMT meeting where a request for extended hours is being considered.

The Director may approve extended hours of construction activities at the site but truck trips outside the hours established in this condition must have prior authorization based upon the recommendation of the TMT except where emergency situations make prior authorization impossible. The Director of DCLU shall be notified in the event of an emergency. The necessity for and duration of any irregular hours shall be determined by the Director of DCLU with the recommendation of the TMT. Metro shall notify the residents along the haul route as early as possible of emergency construction activities.

Condition 5i: Throughout the construction, Metro shall, to the satisfaction of the City's Traffic Management Team, ensure that all contractors are aware of and comply with speed limits (e.g., 30 m.p.h. on arterials) along the haul route. Metro shall provide sufficient funds to enhance police speed limit enforcement as deemed necessary by the Traffic Management Team.

Metro shall include in its contracts with its haulers a statement that all employees of, or subcontractors to, the hauler shall obey the speed limit at all times and a penalty clause that provides for a payment of \$1,000 to the City of Seattle for each speeding citation in excess of three issued to all of the hauler's employees or subcontractors collectively and for termination of the contract if more than seven citations are issued to the hauler's employees or subcontractors collectively.

Condition 5j: Metro shall, to the satisfaction of DCLU and the Seattle-King County Department of Public Health, ensure that noise mitigation plans are properly prepared prior to the beginning of site grading and effectively implemented throughout the construction. The plans shall specify that Metro and the contractors accept that the final authority regarding the proper interpretation and application of noise conditions rests with the Seattle-King County Health Department.

The following elements shall be included in the plans:

- (1) Objective.
- (2) Statement regarding the understanding and acceptance that the Seattle-King County Department of Public Health is the final authority on compliance with the noise ordinance.
- (3) Prohibition of the use of unmuffled compression brakes.
- (4) Limitation of construction activities and construction truck traffic to the hours of 7 a.m. to 9 p.m. on non-holiday weekdays and a prohibition on those activities at all other times, except as otherwise provided for by the project permit conditions.
- (5) Identification of all operations (activity, schedule, location, route) that are likely to produce noise levels near or above applicable noise limits; identification of any activities known or believed to need a variance from ordinance standards.
- (6) Construction hours, including any limitation on the hours during which specific activities can and cannot occur.
- (7) Compliance with nighttime noise limits when construction operations are allowed to occur during nighttime hours.
- (8) Assurance that all subcontractors/suppliers are aware of and comply with noise restrictions.
- (9) Assurance that all vehicles/equipment of all contractors/suppliers comply with applicable source noise limits.
- (10) Timing/location of deliveries or pickups of materials.
- (11) Provisions for written advance approval of the City's Traffic Management Team for any activities which are known in advance that are unavoidable and may not be in compliance with the Noise Ordinance. (Variances from the noise ordinance would have to be obtained from the Seattle-King County Department of Public Health.) Measures designed to mitigate noise generated by this construction activity shall be included. Unavoidable activities may include predictable special cases (e.g., continuous concrete pours) and emergencies (requiring immediate notification and authorization by the City's Traffic Management Team).
- (12) Name of person responsible for noise mitigation enforcement.



Condition 5k: Metro shall relocate residents of the Navy's Capehart housing and/or implement other measures to address noise and safety concerns that may affect residents of Navy housing, consistent with the terms of the Memorandum of Agreement between the Navy and Metro which provides, inter alia, for restrictions on truck hauling operations to weekdays from 7:00 a.m. to 7:00 p.m., except when prior written approval for extended hours is obtained. The Capehart housing shall be included in the Noise Evaluation and Abatement Program described in Condition 5g, and Metro shall provide additional mitigation for noise impacts if it is determined appropriate through that program.

Condition 5l: Metro shall provide funds sufficient for SED to complete pavement testing and analysis to determine existing conditions and remaining useful life of the following haul route streets: West Government Way, West Emerson Place, Gilman Avenue West, West Emerson Street, 20th Avenue West, West Dravus Street at 20th Avenue West, and the Discovery Park access roadway. At the end of the construction period the testing and analysis shall be repeated and Metro charged for street deterioration which exceeds the expected normal deterioration anticipated by the remaining life calculation.

At the end of construction, prior to the issuance of the Final Certificate of Occupancy or 18 months after the first day of operation of the facilities as a secondary treatment plant, whichever comes first, Metro shall provide, to the satisfaction of SED, monetary payment to the City for any loss of pavement life as determined by the remaining life calculations.

Condition 5m: Metro shall provide, to the satisfaction of SED, that the haul route streets are in reasonable repair prior to the beginning of and throughout construction. If maintenance and repairs are not timely or properly made, SED shall have repairs made and Metro shall reimburse SED for the costs of that work. At the end of construction, prior to the issuance of the Final Certificate of Occupancy or 18 months after the first day of operation of the facilities as a secondary treatment plant, whichever comes first, Metro shall ensure, to the satisfaction of SED, that streets along the haul route are in reasonable repair.

Condition 5n: SED shall provide to Metro and the Magnolia community, at the earliest practicable date, a list of appropriate surface treatment (overlay, replacement panels, striping, etc.) on the haul route, between Discovery Park and the intersection at 15th Avenue West and West Dravus Street, that is expected of Metro as part of this condition. Metro shall prepare a plan for how this work is to be accomplished, including how traffic will be managed during this work. The Magnolia community shall have the opportunity to respond to the scope of work and Metro's proposed plan prior to SED allowing the work to proceed. Metro shall complete this work, to the satisfaction of SED, prior to 50 truck departures per day (including sludge truck departures) being generated from the site and prior to the issuance of a final grading permit.

Prior to any grading activity on the site or any other action that will generate any truck departures in addition to sludge truck departures, Metro shall obtain a first phase grading permit from DCLU. The application for the first phase grading permit shall identify to DCLU's satisfaction when 50 truck departures per day (including sludge truck departures) will be generated from the site and when the required components will be completed.

Condition 5o: Metro shall ensure that construction traffic loads and stresses do not damage the West Emerson Street Bridge. Prior to the issuance of grading permits for site work Metro shall provide funds to SED to conduct, and SED shall conduct, a structural and deck surface inspection and determine the need for temporary shoring. SED shall determine what, if any, improvements must be made prior to the issuance of a grading permit and what, if any, improvements do not need to be made until there are fifty truck departures per day (including sludge trucks) from West Point. Prior to the issuance of a grading permit, Metro shall do all work SED determines is necessary prior to issuance of a grading permit. Metro shall do all other work determined by SED to be necessary prior to 50 truck departures per day (including sludge trucks) from West Point.

Prior to any grading activity on the site or any other action that will generate any truck departures in addition to sludge truck departures, Metro shall obtain a first phase grading permit from DCLU. The application for the first phase grading permit shall identify to DCLU's satisfaction when 50 truck departures per day (including sludge truck departures) will be generated from the site and when the required improvements will be completed.

Metro shall also provide, to the satisfaction of SED, post-construction reinspection and repair of the bridge as needed to compensate for the impacts of construction traffic.

SED may, if it determines that it would be in the public's interest to do so, request similar funding and require similar repairs to the Dravus Street Bridge and other bridges and overpasses along the haul route leading from 15th Avenue West to Magnolia.

Condition 5p: All street work, restoration, drainage restoration, signals, signage, pavement working and all other work done in City right-of-way shall conform to City standards.

Condition 5g: Metro shall ensure that throughout the construction of the facilities subject to this permit, construction traffic complies with speed limits in Discovery Park (25 mph). Metro shall provide adequate funds to the Seattle Police Department to enhance the enforcement of speed limits to the satisfaction of the Police and Parks Departments.

Metro shall include in its contracts with its haulers a statement that all employees of, or subcontractors to, the hauler shall obey the speed limit at all times and a penalty clause that provides for a payment of \$1,000 to the City of Seattle for each speeding citation in excess of three issued to all of the hauler's employees or subcontractors collectively and for termination of the contract if more than seven citations are issued to the hauler's employees or subcontractors collectively.

Condition 5r: Metro shall ensure that sludge truck trips and other non-emergency operational truck trips are limited to those hours between 8:30 a.m. to 4:30 p.m., and 6:00 p.m. to 9:00 p.m. No other hours shall be allowed.

Condition 5s: Metro shall ensure that all operational traffic complies with the speed limits in Discovery Park. If determined necessary by the Parks or Police Departments, Metro shall provide adequate funds to enhance speed limit enforcement consistent with this condition.

Condition 5t: Metro shall limit and ensure that loaded sludge trucks leaving West Point shall use the same route to 15th Avenue West as that indicated for construction in Condition 5w. Also the number of loaded sludge trucks shall not exceed thirteen per day on average over a year period (January through December). By the last day in January every year, Metro shall provide SED for its review, the record of sludge truck trips from the prior year (from both Metro-operated and privatized sludge processes). SED will inform DCLU if the condition is not being met and enforcement action can be pursued as necessary.

Condition 5u: To minimize the number of daily vehicle trips to and from West Point, Metro shall develop to DCLU's satisfaction a transportation management plan (TMP) in compliance with DCLU Director's Rule 24-88/SED Director's Rule 88-1. The TMP shall be submitted to DCLU prior to issuance of the Master Use Permit prepared after the Council's decision. The TMP shall include the programmable actions along with the single occupancy vehicle (SOV) trip goal of 50 percent.

Condition 5v: If permits for the temporary construction dock are approved, Metro shall allow a maximum of 200 one-way construction truck trips/day on the haul route (weekly average) and shall require all other construction materials to be transported by barge. The Director of DCLU, in consultation with the Director of SED, may reduce this cap, if it is reasonable to do so.

Condition 5w: Metro shall ensure that throughout the construction of facilities subject to this permit action, the following limitations to construction truck routes are properly observed to the satisfaction of SED:

- (1) All construction trucks southbound on 15th Avenue, whether going to or coming from the site, shall use West Dravus Street.

- (2) All construction trucks northbound on 15th Avenue, whether going to or coming from the site, shall use West Emerson Street.
- (3) All construction trucks shall be prohibited from using West Mercer Place.
- (4) Beyond Magnolia, all construction trucks shall use designated truck routes.
- (5) The designated haul route for construction truck traffic in Magnolia shall be: Gilman Avenue West and West Government Way, 20th Avenue West, West Dravus Street, and West Emerson Place.
- (6) The following turning movements shall be prohibited:
  - From southbound on 15th Avenue West to westbound on West Emerson Place;
  - From eastbound on West Dravus Street to northbound on 15th Avenue West; and
  - From northbound 15th Avenue West to westbound on West Dravus Street.

Condition 5x: To ensure that the entry has no adverse impacts to the hillside and provides adequate separation between pedestrians and vehicles, Metro shall construct the plant entry gate and pedestrian bridge as indicated in Sheets 99009 and 99017 and discussed in the Application on page 6-4.

Condition 5y: The City shall form a Traffic Management Team (TMT) with authority to implement the conditions identified above and allow for flexibility in their administration; to respond to emergency and unforeseen problems (and benefits); to modify, add, or delete conditions as appropriate or to recommend to the Council that it modify, add, or delete conditions as appropriate; and to take such other actions regarding traffic and traffic related issues as are necessary and appropriate. DCLU shall retain ultimate authority to make decisions or recommendations on matters before the TMT. Metro shall be a member and representatives from the Magnolia and Interbay neighborhoods shall be allowed to participate as liaisons between the neighborhoods and the TMT, in an advisory capacity.

#### PLAN PERMIT CONDITION # 6--NOISE CONTROL

Condition 6a: Metro shall require all contractors working on site to comply with the noise ordinance standards. Construction specifications shall include the ordinance standards and penalty or other enforcement clauses as needed to ensure compliance.

Condition 6b: Noise levels generated by operation of the upgraded plant shall be within the limits specified by the City's noise ordinance and shall not exceed 55 dBA at the publicly accessible areas outside the plant footprint. On the perimeter berm, the security wall, as shown in the plans (drawing 99017), shall establish the limit of public accessibility for the purpose of measuring compliance with this condition. On the Discovery Park hillside, the Hidden Valley Trail and North Bluff Trail shall establish the limit of public accessibility for the purpose of measuring compliance with this condition.

Condition 6c: Nighttime noise measurements shall be taken starting three months after the plant becomes operational and every four months thereafter as provided in this condition. Daytime measurements shall start after completion of perimeter berms including landscaping and continue every four months thereafter as provided by this condition. After daytime measurements are commenced, the schedule of nighttime measurements may be changed to conform to the daytime schedule. Monitoring shall be done at receptor points designated by DCLU and the Seattle-King County Department of Public Health. This information, including data input and output, qualitative evaluation, and noise readings at each receptor shall be reported in tabular form and shown in noise contours. The report shall be submitted to DCLU and the Seattle-King County Department of Public Health within a month of the required testing.

Every four months, beginning with the fourth month following the initial tests, Metro shall repeat the noise monitoring. Metro shall also test at other times at the request of DCLU and/or the Seattle-King County Department of Public Health in response to complaints. The methodology and the manner of conducting the testing must have the approval of DCLU and the Seattle-King County Department of Public Health. If DCLU and/or the Seattle-King County Department of Public Health deem it necessary, Metro shall pay for independent verification of tests and test results.

At any time the results of testing indicate that the standards are being exceeded, Metro shall, upon receipt of notice from DCLU that this condition is not being met, have 30 days to bring the plant into compliance using existing equipment or whatever modifications would be effective. After such remediation is complete, or after 30 days, whichever comes first, Metro shall repeat the testing process. If results indicate that the standards are still not being met, Metro shall, upon notice from DCLU, have up to 90 days to install additional controls and/or adjust its processes in order to bring the plant into compliance.

Failure to regularly meet the standard (i.e., 3 test results indicating non-compliance) shall be considered evidence of chronic and/or repeat violation of this condition and DCLU shall take appropriate action for non-compliance as prescribed by the Seattle Municipal Code.

After two years of testing as prescribed above without exceeding the standards, the requirement for scheduled testing shall be modified to require annual testing over the life of the plant. Metro may be required to conduct additional testing at the request of DCLU and/or the Seattle-King County Department of Public Health.

Condition 6d: Specific fixed identifiable mechanical sounds shall not exceed 52 dBA at the beaches as measured at the ordinary high water mark. Compliance with this condition shall be tested and enforced as part of the procedure specified in Condition 6c.

#### PLAN PERMIT CONDITION #7--VISUAL MITIGATION

Condition 7a: The taller structures shall be located near the retaining wall along the hillside as shown in Figure 3 of the Director's Report and Sheet 99007 of the Application.

Condition 7b: A lattice lid shall be required over the roadway north of the existing primary clarifiers as shown in Sheet 99021 of the Application.

Condition 7c: Metro shall provide an earthen berm with landscaping to screen the facilities from view of those using the beaches and tide flats. The berm and landscaping will be developed and maintained to the satisfaction of the Parks Department as indicated in Sheets 99014, 99017, 99018, and 99020 through 99023, and described in Section 6 of the Application. Modifications in the form of reduction in size or elimination of parts of the wall proposed in the plans reviewed with this Application may be permitted with the approval of the Parks Department.

Condition 7d: Metro shall, to the satisfaction of the Parks Department, provide a primary trail and secondary trails in the public access area outside the footprint as shown in Sheets 99014 and 99017 with the following modifications: the primary trail shall be surfaced so that it is wheelchair-accessible through South Beach and North Beach; the trails shall range in size from 4 to 10 feet in width; a trail shall extend along the shoreline of North Beach waterward of the fresh water wetland; and interpretive overlooks shall be included at several locations.

Condition 7e: The HPO basins constructed in the panhandle part of the site shall be landscaped to screen them from view as shown in Figure 7 of the Director's Report and Sheets 99017, 99023, and 99054 of the Application.

Condition 7f: The layout and design of all facilities, structures, and mitigation elements shall strictly conform to the goal of screening the plant from public views and blending the appearance of the facilities into the shoreline and hillside environments. The final design and construction of berms, landscaping, other elements of visual mitigation and structures needing visual mitigation, shall provide, to the satisfaction of the Parks Department, that the treatment facilities are effectively screened from view and substantially in conformance with this condition.

Condition 7g: The exterior finishes of all structures shall minimize visual impacts by using colors, textures, and other means as appropriate to blend in with the surrounding shoreline and hillside environments. Earth tones (grays, tans, ochres, etc.) and coarse textured finishes should be used; roof materials (and screening of rooftop equipment) should be the same or similar color as adjacent walls. No smooth reflectorized finishes or bright colors that would draw attention to the plant shall be allowed. Glazing reflectivity shall be minimized consistent with energy code thermal requirements.

Condition 7h: No later than the issuance of building permits for the HPO basins (facilities 10-01, sheets 99053 and 99054), Metro shall, to the satisfaction of the Parks Department, complete a plan to redirect views on the hillside away from the plant through a combination of trail relocation (including a portion of the North Beach Trail), planting, and other means. Implementation of this plan shall be completed to the satisfaction of the Parks Department no later than 24 months from commencement of work on site.

Condition 7i: Within twelve months after beginning work under the site preparation contract, Metro shall complete and submit, to the satisfaction of the Parks Department, plans and specifications for the installation of all perimeter and hillside plantings. (Only plantings within the plant footprint shall be exempt from this requirement.) The plans and specifications shall be organized in a comprehensive and easily understood format with detail as to the number and species of plants, their sizes at time of planting and at maturity, and planting instructions. At the same time that it submits these completed plans and specifications to the Parks Department, Metro shall mail a notice to the parties of record in the City Council's project-level hearings, advising them that the plans and specifications are available for inspection at the Parks Department. Those parties shall have thirty days to submit written comments to the Parks Department prior to its approval.

Because some of the plants proposed to be used are not readily available at sizes contemplated, Metro shall contract to have the plants grown by the time these plans and specifications are submitted to the Parks Department. Metro shall use the largest feasible specimens of the plants called for by the landscaping plan to assure that screening is effective at the earliest reasonable time. Evidence of the contract arrangements shall be included with the submittal of the plans and specifications. If Metro fails to comply with the foregoing requirements, DCLU shall withhold the issuance of any further permits and approvals for construction of the West Point facilities until there is compliance.

Metro shall ensure that planting is carried out consistent with the plans and specifications to the satisfaction of the Parks Department prior to the issuance of the Final Certificate of Occupancy, or one year after the first day of full operation of the plant providing secondary treatment, whichever comes first.

A vegetation management plan shall also be required at the same time. This plan shall provide clear direction and guidance for the maintenance and care of the plantings, indices of appropriate health (i.e., conditions which trigger replacement of unhealthy or dead plants and replacement requirements), and other material specified by the Parks Department as necessary to make the plan complete and useable. This plan shall include policy statements regarding the role and function of the hillside plantings and stating the purpose of the plan and its elements, including the plant replacement program. Dead and dying plants shall be replaced in accordance with this plan.

For the life of the project Metro shall maintain all plantings as per the vegetation management plan and consistent with the plans and specifications. If dead or dying plants are not replaced by Metro in a timely manner with like species (similar in size and age), the Parks Department may make the replacement(s) and Metro shall pay for the expenses incurred.

Condition 7j: All exterior lights shall be directed downward or shielded or otherwise treated to the satisfaction of the Parks Department, so that no glare or other adverse lighting-related impact is noticeable outside the plant footprint. The lighting around the plant entrance shall be limited to that necessary to provide security and discourage vandalism.

#### PLAN PERMIT CONDITION #8 - HABITAT AND HILLSIDE STABILITY

Condition 8a: To minimize the amount of hillside area impacted, the retaining wall shall be constructed from Metro's property, except for the area included within the construction easement shown on Sheet 99019 (see Figure 4).

Condition 8b: To keep construction activities from affecting areas not directly involved in construction, contract specifications and drawings shall include and clearly mark to DCLU's satisfaction, the allowable "corridors" of construction activity on the hillside (including limits of contractor work areas; location of temporary fences and markers; trees to be removed; trees, snags and other features not to be disturbed). Metro shall provide the pertinent drawings/plans to DCLU and the Parks Department, and shall ensure that the corridor markers, fences, and other elements indicated are provided during construction and that construction activities adhere to the limitations indicated by the approved plan(s) to the satisfaction of those agencies.



Condition 8c: To minimize the amount of hillside habitat disturbed by construction activities, heavy equipment shall not be allowed on the hillside outside the areas specified in the construction agreement. Hillside drains shall be installed in the normally dry season of August to October, unless Metro demonstrates to DCLU's satisfaction that the construction site and weather conditions are suitably dry and/or acceptable precautions and mitigation measures are incorporated into the construction plans. Installation of the hillside drainage system shall be done by a contractor with demonstrated experience in doing such work in similar sensitive areas, using specialized lightweight equipment and hand tools.

Condition 8d: To avoid destruction and disturbance of hillside habitat and to minimize the potential for unnecessary erosion and sedimentation impacts, no stockpiling of excavated soil shall be permitted on the Discovery Park hillside outside the construction easement shown on Sheet 99019.

Condition 8e: Grading plans shall include to DCLU's satisfaction, the locations of best management practices proposed for the control of erosion and sedimentation. Metro shall ensure that the practices in the DCLU approved plans are effectively utilized to minimize erosion and sedimentation. During construction, DCLU may require or authorize modifications and/or additions to erosion and sediment controls as necessary to achieve satisfactory results in light of actual conditions.

Condition 8f: Metro shall ensure that proper pollution control measures and materials are onsite and that contaminated groundwater and/or soils are properly treated in accord with applicable regulations.

Condition 8g: Every area of the hillside disturbed by construction activities shall be restored (including, but not limited to, regrading and revegetation with native plants) within 12 months of the completion of the construction-related activities directly affecting each area. Any areas from which vegetation has been removed shall at least be hydroseeded and/or other measures used to stabilize them to control erosion prior to rainy season (October through March) and full restoration shall be completed as soon as possible.

The restoration shall be completed to the satisfaction of the Parks Department (including, but not limited to, the number, location, and species of plantings and the timing and extent of regrading and revegetation). The completion of restoration efforts shall be indicated by a determination of the Parks Department.

Condition 8h: Areas of the hillside which are restored shall be Metro's responsibility for five years after the completion of restoration (see Condition 8g) and during this period, dead or dying plants shall be replaced in accordance with a vegetation management plan prepared to ensure that the purposes of the planting--visual mitigation, habitat preservation and maintaining hillside stability--will continue to be served. The plan shall be approved by and administered with the approval of the Parks Department and DCLU.

Condition 8i: Prior to construction on the hillside, Metro shall provide funds for the Seattle Department of Parks and Recreation to hire a qualified habitat biologist to review the plans for construction activities on and affecting the Discovery Park hillside, and after construction begins, to act as a DCLU special inspector to monitor and modify those activities (including the dewatering) to ensure that impacts are mitigated and the best restoration implemented consistent with the conditions of the permit.

Condition 8j: The amount of water collected from the hillside shall be monitored regularly. Such water shall be used to supply freshwater for the wetland located in the proposed North Beach public access area as indicated in Metro's mitigation plan, Sheet 99017.

Condition 8k: To ensure that the bald eagles which nest nearby in Discovery Park are not unnecessarily and adversely impacted by construction activity, any and all provisions and/or conditions of the biological assessment and/or an eagle management plan prepared pursuant to federal or state eagle protection regulations shall become conditions of this permit to be met by Metro. To the extent that restrictions on construction activity imposed by state or federal agencies are more stringent than those set forth herein, those restrictions shall take priority. Such requirements shall be enforceable by the appropriate federal and/or state agencies as well as by DCLU.

Condition 8l: Destruction of the South Beach dunegrass community shall be avoided as much as possible. The area from the temporary relocated roadway shoreward shall not be used for stockpiling excavated materials or any other construction storage or staging.

Condition 8m: Metro shall implement the proposed enhancement measures described in Section 7 of its Application (including, but not limited to: creation of freshwater wetland features on North Beach; planting of upland forest and coastal shrub habitats, beach grassland, and the placement of snags, driftlogs, etc., at appropriate locations; restoration of disturbed hillside areas with appropriate native species; and introduction of native conifers and large shrubs on the hillside), to the satisfaction of the Parks Department.

Final design and specifications for the enhancement projects shall be made in consultation with the Parks Department. All enhancement projects shall be completed to the Parks Department's satisfaction within 24 months of the completion of construction or prior to the issuance of a final certificate of occupancy, whichever occurs first. If Metro desires to obtain a certificate of occupancy prior to completion of the work, it may post a bond or other appropriate security to ensure the work will be done. The bond shall have a value of 1.25 times the estimated cost of doing all required work, including cost of plants and other materials and labor, including consultants.

Condition 8n: The trails on the Discovery Park hillside shall not be physically disturbed during construction except as noted in other project permit conditions and for improvements authorized by the Parks Department. Metro shall, to the satisfaction of the Parks Department, replace stairs on the Hidden Valley Trail as partial compensation for Metro's geotechnical explorations on the hillside.

Condition 8o: Metro shall ensure that a fulltime licensed geotechnical engineer shall be onsite and supervise the construction of the hillside retaining wall. Metro shall ensure that all aspects of wall construction are consistent with the goal of this condition and the performance objectives of the proposed design.

Condition 8p: Metro shall employ a special inspector with geotechnical expertise and licensing satisfactory to DCLU. This special inspector shall provide continuous on-site monitoring and inspection of the construction for the excavation, shoring, and construction of the hillside retaining wall. The special inspector is to verify to DCLU through regular weekly reports (and special reports as s/he finds necessary) that all the various aspects of retaining wall and hillside drainage measures construction are implemented per plan and consistent with sound engineering practice throughout the construction of the wall and associated drainage elements.

Condition 8q: Metro shall ensure that all aspects of Director's Rule 2-87 are met, including those that repeat or overlap conditions included in this permit action.

Condition 8r: Prior to the issuance of any construction permits for the hillside retaining wall or associated drainage elements, Metro shall provide a document satisfactory to the City's Law Department, that clearly indemnifies and holds harmless the City for any injury caused to Metro or third persons injured by future slides, erosion, surface sloughing, or similar events attributable to Metro's construction of the hillside retaining wall and associated drainage elements.

If Metro carries public liability insurance for personal injury, death, property damage or loss due to slides and other earth movements, a policy naming the City as an additional insured may be substituted for that part of the hold harmless agreement indemnifying the City against third party claims.

Condition 8s: Metro shall remove slide debris from catchment walls and other parts of its property as soon as possible and in no event longer than two months from the slide occurrence, in order to prevent the build-up of such debris and the potential for damaging the effectiveness of the facilities' ability to withstand slide damage.

Condition 8t: When it removes the slide debris referred to in Condition 8s, Metro shall also remove from the hillside area(s) slide debris which has the potential for building up behind the catchment wall and for damaging the effectiveness of the facilities' ability to withstand slide damage. When requested to do so by the Parks Department, Metro shall as soon as possible restore and revegetate with native plants those hillside areas cleared of slide debris as well as any related area where the potential for erosion due to the slide activity requires restoration and revegetation. Metro shall restore hillside trails if affected by the removal of the slide debris referred to in Condition 8s.

Condition 8u: During construction and throughout the life of the facility, Metro shall monitor, repair and maintain hillside drainage facilities consistent with ensuring their proper function as designed. Inspection of the drainage facilities shall occur at least yearly. All activities shall require prior notice to the Parks Department consistent with easements, and inspection, repair, and maintenance shall be accomplished on foot, with hand tools, unless the magnitude of the tasks is so great as to require other types of equipment.

Condition 8v: The colors and materials used on the retaining wall shall comply with the requirements of Condition 7g.

#### **PLAN PERMIT CONDITION #9--POTENTIALLY HAZARDOUS CHEMICALS**

Condition 9a: Metro shall consult with the Seattle Fire Department and abide by the Fire Department's directions regarding the appropriate methods for storing, handling, using, and transporting any and all chemicals and potentially hazardous materials (including but not limited to: chlorine, sodium hydroxide, hydrogen peroxide, liquid oxygen and liquid air). Metro shall apprise the Magnolia community of the Fire Department's direction regarding transportation of hazardous chemicals. It shall offer annual classes regarding accidents, spills and other emergencies that might occur that could affect their health or property.

Condition 9b: Metro shall prepare, submit, and obtain Seattle Fire Department approval for a West Point Treatment Plant Hazardous Materials Handling Plan prior to the issuance of building permits for any of the following structures indicated on Sheet 99007: #13-01 chlorine handling facility; #15-01 solids handling facility; 11-01 oxygen production facility; and 00-01 privatized sludge management facilities. The Plan shall include elements regarding security and training, if they are not already included by the Fire Department.

**PLAN PERMIT CONDITION #10--SHORELINE, PARK, AND COMMUNITY IMPROVEMENTS**

Condition 10a: To mitigate the loss of potential shoreline recreation, access, and other unavoidable impacts at West Point, Metro shall establish a \$30 million shoreline and park improvement fund. Of this total, \$25 million shall be used solely within the City of Seattle and \$5 million shall be available for regional projects in the Metro service area. The City shall administer the City portion of the fund; Metro shall administer the regional portion.

Metro shall make annual payments of \$6 million each year for five years, with \$5 million going to the City and \$1 million to the regional fund. The first payment shall be made within 10 calendar days of the day that the City transmits the Shoreline Substantial Development Permit to the Washington State Department of Ecology. The subsequent annual payments shall be made in accordance with the memorandum of agreement to be executed by Metro and the City.

Condition 10b: To compensate for unavoidable impacts in communities affected by the construction of the West Point and Alki plants, Metro shall provide \$2 million to the City for improvements in these communities. Metro shall pay this sum at the same time it makes the first payment under condition 10a.

**PLAN PERMIT CONDITION #11--IMPLEMENTATION**

Condition 11a: Metro shall continue to mail issues of its informational bulletin, Update, to interested and affected citizens until the time of project completion (as evidenced by the issuance of a Final Certificate of Occupancy by DCLU). Circulation shall include Metro's current mailing list for the Update, as modified by those individuals who request their names be added or deleted, plus those persons who have commented to the city on this project permit. Issues shall be prepared and mailed as needed, but not less than once every three months.

Every issue shall include instructions to citizens as to how to get construction and other treatment plant information and how to make a complaint. The phone number of a 24-hour information/ complaint center shall also be included.

Condition 11b: Prior to the issuance of a grading permit, Metro shall establish to DCLU's satisfaction, a 24-hour information/complaint "hot line" and a procedure for responding to requests and resolving complaints. The "hot line" phone number shall be prominently indicated on all notices that Metro is required to post in compliance with other project permit conditions.

The procedure for handling calls shall include a log with the name, address, and phone number of each caller (if provided by caller), date, time, and nature of call, and response provided by Metro (including time of response). A copy of this log shall be provided to DCLU every month and upon request.

Condition 11c: Metro shall comply with all project permit conditions to the satisfaction of the City. For conditions which specify approval by a particular agency of the City, that approval will constitute satisfactory compliance. Where a City agency is not specified by a condition, or in cases of disagreements between City agencies, the Director of DCLU shall determine the issue of satisfactory compliance.

Condition 11d: To ensure adequate water service and fire flow, Metro shall, prior to the issuance of the grading permit, comply with the water service and connection requirements of the Seattle Water Department.

Condition 11e: Metro shall reimburse the City for all costs incurred in reviewing applications for permits required for completion of the West Point project, inspecting construction at West Point, and in monitoring compliance with permit conditions. The City will act expeditiously on all permit applications made by Metro.

2004-016

Attachment B

15391

WEST POINT SETTLEMENT AGREEMENT

FEBRUARY 19, 1991

## SETTLEMENT AGREEMENT

THIS AGREEMENT is made this 19<sup>th</sup> day of February, 1991, by and between the Municipality of Metropolitan Seattle, a metropolitan municipal corporation of the State of Washington, ("Metro"), on the one hand, and Puget Sound Water Quality Defense Fund, a Washington non-profit corporation, ("Defense Fund"), Friends of Discovery Park, a Washington non-profit corporation, ("Friends"), Legal Advocates for Washington, a Washington non-profit corporation, ("LAW"), Washington Environmental Council, a Washington non-profit corporation, ("WEC"), and Magnolia Community Club, a Washington non-profit corporation, ("MCC"), on the other hand, (collectively, "the parties").

### RECITALS

1. Metro is required under state and federal law to upgrade its sewage treatment facilities to provide secondary treatment.
2. In July 1986 the Metro Council voted to implement secondary treatment at West Point.
3. Metro applied for and, in late 1988, received from the City of Seattle ("the City") a plan shoreline permit and a plan-level single-family zoning decision approving the siting of secondary treatment facilities at West Point.
4. Defense Fund, Friends, LAW, and WEC appealed the plan shoreline permit to the Washington Shorelines Hearings Board ("the Board"). The Board affirmed the granting of a plan shoreline permit in late 1989. The Board's decision was in turn affirmed by the Washington Court of Appeals, Division II, in November 1990 (Cause No. 13566-3-II). Defense Fund, Friends, LAW, and WEC have filed a motion for reconsideration, which is currently before the Court of Appeals.
5. Defense Fund, Friends, and LAW appealed the City's plan-level zoning decision to King County Superior Court. In October 1989 that court vacated the City's decision and remanded the matter to the City Council for further proceedings.
6. In December 1989 the City Council made a new plan-level single family zoning decision approving the siting of secondary treatment facilities at West Point. Defense Fund, Friends, and LAW sought review of the City's new plan-level decision in King County Superior Court. In July 1990 that court upheld the City's decision. Defense Fund, Friends, and LAW appealed to the



Washington Court of Appeals, Division I (Cause No. 26734-5-I). The appeal is now pending.

7. In October 1988 Metro applied to the City for a project-level shoreline substantial development permit and a project-level zoning permit for the West Point facilities. MCC, represented by Scott Smith, was a party to the City Council's proceedings. On January 14, 1991, the City Council voted to grant Metro the requested permits, subject to numerous conditions. The City's permits are potentially subject to appeal.

8. Metro has applied to the City and to the U. S. Army Corps of Engineers for permits to install a temporary construction dock that will allow barging of bulk materials during construction of the West Point project. Metro has also applied for other permits and approvals that are necessary for construction of the West Point project. These permits and approvals are potentially subject to appeal.

9. The parties agree that the prompt achievement of secondary treatment is vital for the protection of Puget Sound. The parties desire to settle all disputes and differences between them, on terms that ensure that the West Point project meets mitigation objectives and moves forward unimpeded by further challenges or appeals.

WHEREFORE, in consideration of the matters recited above and agreements set forth below, the parties agree as follows:

1. **SLUDGE PROCESSING**

Sludge processing may occur on-site at West Point, subject to the following:

(a) Metro shall continue the development, implementation and acceleration of the Riedel/SMI process in accordance with Metro Council Resolution No. 5575.

(b) If Metro determines that the Riedel/SMI process is not successful, Metro shall have the option to implement an alternative sludge handling process or processes at West Point, provided such alternative processing system (i) reduces the total area on site occupied by the digesters and other sludge processing facilities; (ii) does not require structures higher than those currently planned for that area; and (iii) serves the goal of minimizing sludge truck traffic.

(c) If the Metro Council decides to replace digesters at West Point with either the Riedel/SMI process or an alternative sludge processing system authorized under subsection 1(b), Metro shall promptly remove those digesters; landscape the area in which they

were located in a manner consistent with the primary function and central purpose of Discovery Park (as defined in the Discovery Park Master Plan), and compatible with the beach and the balance of the Metro site which is open to the public; and dedicate that area to the public.

(d) If neither the Riedel/SMI process nor any alternative meeting the requirements of subsection 1(b) is implemented by December 31, 2005, Metro shall pay to the City, for deposit in the City's Shoreline Park Improvement Fund, \$1,000,000 per acre for the land area which, because of the presence of the digesters, is not available for public access; provided, however, that Metro may elect to make available for permanent public access other land within the footprint defined in subsection 3(a), in which case its payment obligation shall be reduced proportionately. Each parcel of such other land shall be contiguous with an area of existing public access and improved in the manner provided in subsection 1(c).

All funds paid under this subsection shall be dedicated to improvements to Discovery Park consistent with the primary function and central purpose of the park as defined in the Discovery Park Master Plan and, if any funds remain, to the acquisition and improvement of saltwater beaches. Metro shall place one fourth of this amount in an interest-bearing account no later than January 1, 1992. On each of the three succeeding anniversaries of this date, if Metro is proceeding with construction unhampered by legal challenges or appeals of any kind related to permits or approvals for its project, Metro shall place an additional one fourth in the same interest-bearing account. Any payment of principal to the City under this subsection shall be accompanied by payment of the accumulated interest earned thereon. To the extent such payment is not required, the principal plus accumulated interest shall be released for Metro's disposition as soon as a contract is awarded for the alteration or removal of sludge processing facilities, or alternative land is made available for permanent public access.

(e) Metro shall budget at least \$5,000,000 between now and the year 2000 for applied research and development on sewage and sludge processing technologies to reduce the impacts of sewage treatment and solids handling, including sludge truck trips, sludge truck noise, and the footprint of sludge handling facilities at West Point. Such funds shall be in addition to any funds expended in connection with Metro's silvaculture program. Metro shall form an independent advisory committee to participate in the research and development efforts funded under this subsection. This advisory committee shall include one representative from each of the following groups: Legal Advocates for Washington, Friends of Discovery Park, Magnolia Community Club, and Puget Sound Water Quality Defense Fund. The advisory committee shall function as a

subcommittee of the Water Quality Committee and advise it and the Metro Council.

## 2. PLANT CAPACITY

Metro shall have the right to increase the capacity of the treatment plant above an average wet weather flow ("AWWF") of 133 mgd so long as the plant size limitations of section 3 are met, and so long as the annual discharge of pollutants by weight is no greater than the annual discharge of pollutants by weight which is permitted by applicable water quality standards (30 mg/l for SS and BOD) for the plant operating at 133 mgd (AWWF).

## 3. PLANT FOOTPRINT AND HEIGHT

(a) The above-ground footprint of the plant shall not exceed 32 acres under any circumstances.

(b) The footprint of the plant shall be limited to the area shown on Drawing 99011, Hearing Examiner Exhibit 390.

(c) The reduction of plant footprint associated with removing the digesters and implementing an alternative sludge processing technology is governed by Section 1 above.

(d) The height of the structures contained on the site shall not exceed the height limitations set forth in Exhibit 1, regardless of the future use of said structures; provided, however, that this limitation does not prohibit the addition of non-obtrusive noise baffling or air emission control facilities.

## 4. ADDITIONAL CONSTRUCTION ACTIVITIES

Following completion of the construction of the secondary treatment facilities presently proposed by Metro at West Point, no additional exterior construction activities shall take place on the West Point site, except as follows:

(a) Metro may undertake such construction activities as are necessary to implement the Riedel/SMI process or an alternative sludge processing system.

(b) Metro may remove the digesters and any other structures no longer required for sewage treatment purposes, or otherwise reduce the footprint of the plant.

(c) Metro may do any maintenance work required to keep the plant in acceptable operating condition.

(d) Metro may construct additional odor or noise control facilities or equipment.

(e) Metro may improve the project's landscaping and public access amenities.

(f) Metro may make North Beach or South Beach improvements.

(g) Metro may increase the capacity of the plant, subject to the limitations set forth in Sections 2 and 3.

(h) Metro may make improvements which are required by regulatory authorities or necessary or desirable for improvement of water quality; provided, however, that any improvements related to outfalls shall be constructed in such a way as to minimize disruption of public use of North Beach and South Beach.

Any construction undertaken pursuant to this section shall comply with the plant footprint and height limitations of Section 3.

#### **5. EMPLOYEE TRANSPORTATION MANAGEMENT PLAN**

Metro shall implement an employee transportation management plan which, at a minimum, contains the provisions set forth in Exhibit 2.

#### **6. OFFSITE MAINTENANCE TRAFFIC PLAN**

Metro shall implement a traffic management plan for maintenance facilities and workers which, at a minimum, contains the following provisions:

(a) Metro shall locate and develop an offsite facility for storage of equipment and parts used for Metro's pump stations and other non-West Point facilities.

(b) Metro shall develop a plan for coordinating and scheduling maintenance of its pump stations and non-West Point facilities so as to minimize the number of trips to and from the West Point site by maintenance personnel.

#### **7. TRUCK TRAFFIC**

(a) Trucks hauling sludge (or the equivalent product generated by the Riedel/SMI or other sludge processing system) shall operate only during the hours prescribed by the City's project-level permits.

(b) The brakes, tires, lights, exhaust systems, and emergency equipment on trucks used in construction and in the hauling of sludge or hazardous chemicals through the Magnolia community shall be inspected at least quarterly. Any deficiencies found by such

inspections shall be corrected or repaired before the trucks are again used in the Magnolia community.

#### 8. NOISE

(a) Noise produced by the construction of the West Point treatment plant shall not exceed the standards of the currently effective Seattle Noise Ordinance when measured at residences south of the site. Metro agrees not to seek any variance, waiver, or technical correction from the noise standards applicable to such residences.

(b) Noise produced by West Point plant operations shall not exceed the limits set forth in the City's project-level conditions. The plant shall be designed so that noise produced by the operation of fixed mechanical equipment is below the background noise level on the beaches (i.e., mean higher high water).

(c) Metro shall be responsible for compliance with the noise standards applied by the terms of its permits for the project and by the terms of this agreement.

#### 9. LANDSCAPING

(a) If Metro creates any long-term stockpile of soil during construction, that stockpile will be hydroseeded immediately to minimize erosion and minimize its visual impact.

(b) To the extent feasible, landscaping shall be installed concurrently with the construction of the treatment plant improvements.

#### 10. DISCOVERY PARK IMPACT MITIGATION

(a) The parties agree to jointly seek the agreement of the Seattle Parks Department and City Council that a total of \$12 million from the Shoreline Park Improvement Fund established by the City shall be used for improvements to and maintenance of such improvements in Discovery Park. Such improvements shall be consistent with the primary function and central purpose of the park as defined in the Discovery Park Master Plan and shall include enhancements to bald eagle and other wildlife habitat within Discovery Park.

(b) The parties agree to jointly seek the agreement of the Seattle Parks Department and City Council that the funds provided by subsection 10(a) will be administered by the Superintendent of the Seattle Parks Department, with the assistance and advice of an advisory committee consisting of the Manager of Discovery Park and one representative from each of the following groups: Legal

Advocates for Washington, Friends of Discovery Park, Magnolia Community Club, and Puget Sound Water Quality Defense Fund.

#### 11. COMMUNITY IMPACT MITIGATION

(a) Metro shall contribute an additional \$500,000 to the community improvement fund required by plan permit condition 10.B, for improvements in the Magnolia community in addition to those that will be provided under plan permit condition 10.B. This additional contribution shall be paid to the City at the same time that Metro pays the initial installment of the amount required under subsection 11(b). The parties agree to jointly seek the agreement of the City that the funds provided under this subsection will be administered with the assistance and advice of an advisory committee consisting of one representative from each of the following groups: Legal Advocates for Washington, Friends of Discovery Park, Magnolia Community Club, and Puget Sound Water Quality Defense Fund.

(b) On the day that this agreement is signed, Metro shall place \$500,000 in an interest-bearing account. Metro shall distribute the funds in this account as follows: On the day that on-site construction begins under the site preparation contract, Metro shall pay to the order of the Reed McClure Client Trust Fund the sum of \$250,000, with interest accumulated thereon. Metro shall thereafter make a further payment to the Reed McClure Client Trust Fund of \$250,000, with interest accumulated thereon; provided, however, that prior to any such payment, Defense Fund, Friends, and LAW shall have submitted to Metro evidence showing that their legal expenses related to the West Point project are not less than \$500,000. This evidence shall be in a form sufficient to support a court award of attorneys' fees (including the date, attorney, subject matter, time, and charge for each time entry).

Defense Fund, Friends, and LAW shall be solely responsible for the application or distribution of funds paid under this subsection; provided, however, that no part of such funds may be used to support, directly or indirectly, any lobbying or litigation in any forum in which Metro is an adverse party.

(c) It shall be a condition of Metro's obligation to make any payment under subsection 11(b) that there has been, subsequent to February 1, 1991, no legal challenge or delay, obstruction or appeal of any kind by any person (whether or not a party to this agreement, but excluding bidders and persons under contract to Metro) related to any permit or approval needed for construction and operation of secondary treatment facilities at West Point, including but not limited to construction dock permits and project-level permits; provided, however, that if a third party brings a legal challenge which is resolved promptly with no impact whatever upon the schedule for project construction, Metro shall pay the

amount set forth in subsection 11(b), minus (for each such challenge) the smaller of the cost to Metro of resolving that challenge or \$5000.

## **12. SUCCESSORS AND ASSIGNS**

All terms and conditions of this agreement will be binding upon the successors and assigns of the parties.

## **13. PENDING LITIGATION AND APPEALS**

(a) All parties shall execute, and Metro shall cause to be filed, stipulated orders or other appropriate pleadings that result in the dismissal (with prejudice and without fees or costs) of all pending litigation and appeals, whether in Superior Court, the Court of Appeals, the Supreme Court, or any other administrative or judicial body, relating in any way to the West Point project.

(b) All parties shall support Metro's project-level permits and permits to construct a barging facility for the construction of the secondary treatment plant. If Metro receives permits for a temporary barge dock, Metro shall use barging for, among other things, transporting aggregate to an on-site concrete batch plant, and Metro shall relay promptly to the City's Traffic Management Team any notice from the batch plant operator that it intends to bring more than 15 trucks to the site per day. If Metro does not receive permits for a temporary barge dock, Metro agrees not to assert untimeliness as a basis for dismissing an appeal by MCC of Metro's project-level shoreline substantial development permit.

(c) Subject only to their right (i) to enforce the terms of this agreement and (ii) to communicate with the City Department of Construction and Land Use regarding Metro's compliance with the City's project-level conditions, the parties shall not oppose or impede in any way issuance of any permits or approvals required for construction and operation of Metro's West Point project. Each party (other than Metro) shall execute a release and covenant not to sue of the form attached as Exhibit 3.

(d) This agreement shall be void in the event construction of Metro's West Point secondary treatment project is delayed by any legal challenge to or appeal of any permit or approval, other than an appeal filed by Metro or by a person acting on its behalf.

## **14. EAGLE HABITAT**

Metro shall comply with all conditions of the bald eagle site management plan developed by the Washington Department of Wildlife and the biological opinion of the U. S. Fish and Wildlife Service which relate to the West Point project.

15. COMPLAINT OFFICE

Metro shall establish and operate, on a trial basis, a part-time complaint desk or office within the Magnolia community. If justified by the level of use, Metro will make this service available through the period of construction.

16. MISCELLANEOUS

(a) This document is the complete and final expression of the parties' agreement with respect to the terms of their settlement. All prior discussions and negotiations are merged herein and superseded hereby.

(b) This agreement has been drafted jointly, with the assistance and upon the advice of the parties' respective counsel.

(c) The parties expressly do not intend to create any obligation or liability, or promise any performance to, any third party. The parties have not created for any third party any right to enforce this Agreement.

(d) Each corporate party warrants that the person signing this agreement and the attached release and covenant not to sue on its behalf has authority to sign and to bind the corporation.

(e) This agreement shall be governed by and construed in accordance with the laws of the State of Washington.

(f) This agreement may be executed in counterparts or in any number of duplicate originals. Each counterpart shall be regarded for all purposes as a complete agreement, and all counterparts and duplicate originals shall constitute one and the same instrument.

SIGNED AND SEALED as of the date and year first written above.

PUGET SOUND WATER QUALITY  
DEFENSE FUND

MUNICIPALITY OF METROPOLITAN  
SEATTLE

By [Signature]

By [Signature]

Its [Signature]

Its EXECUTIVE DIRECTOR



LEGAL ADVOCATES FOR WASHINGTON

By \_\_\_\_\_  
Its \_\_\_\_\_

FRIENDS OF DISCOVERY PARK

By William H. Bryan  
Its President

WASHINGTON ENVIRONMENTAL  
COUNCIL

By N. Sadler Madenwald  
Its President

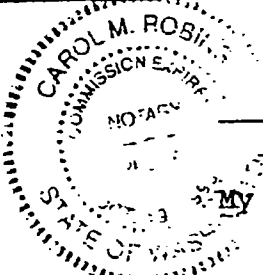
MAGNOLIA COMMUNITY CLUB

By Louise J. Jettison  
Its President

STATE OF WASHINGTON )  
                                  ) ss.  
COUNTY OF KING        )

I certify that I know or have satisfactory evidence that JOAN K. THOMAS signed this instrument, and on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the PRESIDENT of Puget Sound Water Quality Defense Fund, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 2-19-91



Carol M. Robins  
NOTARY PUBLIC

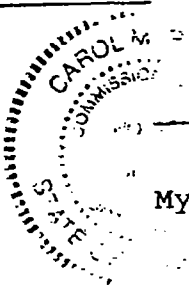
My appointment expires 10-19-93

(seal)

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that ELIZABETH M. BERGGREN signed this instrument, and on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the PRESIDENT of Friends of Discovery Park, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 2-19-91



Carol W. Robinson  
NOTARY PUBLIC

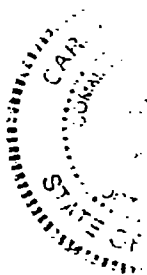
My appointment expires 10-19-93

(seal)

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that MARK BLOOME signed this instrument, and on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the CHAIRMAN OF THE BOARD of Legal Advocates for Washington, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 2-19-91



Carol W. Robinson  
NOTARY PUBLIC

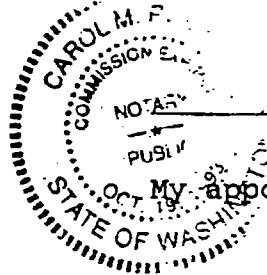
My appointment expires 10-19-93

(seal)

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that A. DARLENE MADENWALD signed this instrument, and on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the PRESIDENT of Washington Environmental Council, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 2-19-91



Carol M. P.  
NOTARY PUBLIC

My appointment expires 10-19-93

(seal)

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that U. S. ... signed this instrument, and on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the ... of Magnolia Community Club, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: ...

...  
NOTARY PUBLIC

My appointment expires ...

(seal)



## Memorandum of Agreement

### **Between King County Department of Natural Resources and Parks and the City of Seattle Department of Parks and Recreation for use of mitigation funds pursuant to Section 1. (d) of the West Point Settlement Agreement**

#### **1) Parties to the Memorandum of Agreement**

This Memorandum of Agreement is made and entered into by and between King County, through its Department of Natural Resources and Parks, hereinafter referred to as King County, and City of Seattle, through its Department of Parks and Recreation, hereinafter referred to as The City.

#### **2) Background**

- Pursuant to Section 1.(d) of the West Point Settlement Agreement made on February 19, 1991, by and between the Municipality of Metropolitan Seattle ("Metro," succeeded by King County), Puget Sound Water Quality Defense Fund, Friends of Discovery Park, Legal Advocates For Washington, Washington Environmental Council, and Magnolia Community Club, King County *"If neither the Reidel/SMI process nor any alternative meeting the requirements of subsection 1.(b) is implemented by December 31, 2005, Metro shall pay to the City, for deposit in the City's Shoreline Improvement Fund, \$1,000,000 per acre for the land area which, because of the digesters, is not available for public access; .... All funds paid under this subsection shall be dedicated to improvements to Discovery Park consistent with the primary function and central purpose of the park as defined in the Discovery Park Master Plan and, if any funds remain, to the acquisition and improvement of saltwater beaches.... Any payment of principal to the City under this subsection shall be accompanied by payment of the accumulated interest earned thereon...."*
- King County estimates the current value of funds to be transferred to The City to be \$5.3 million.
- By unanimous vote on September 17, 2001, the Metropolitan King County Council adopted Motion 11288, requesting the King County Executive to convene a citizens advisory committee to advise on projects consistent with the requirements of (1) the February 19, 1991 West Point Settlement Agreement and (2) the January 14, 1991 City of Seattle Council conditional use approval for the expansion of the West Point treatment plant (City Comptrollers File #296799).

- In May 2002, the King County Executive convened a West Point Citizens Advisory Committee (WPCAC) and appointed King County Councilman Larry Phillips as Committee Chair. The Executive also appointed nominees from the following community organizations to serve on the WPCAC:

Friends of Discovery Park	Legal Advocates for Washington
Magnolia Community Club	Puget Sound Water Quality Defense Fund
Washington Environmental Council	Discovery Park Advisory Council

- A report of the WPCAC on recommendations for improvements to Discovery Park under the terms of the West Point Settlement Agreement was prepared in December 2002.
- At the request of the City of Seattle, the WPCAC reconvened in February 2005. Their final meeting was held on May 3, 2005.
- The WPCAC selected projects that satisfy the primary function and central purpose for Discovery Park, as stated below:

*The primary role of this park in the life of the city is dictated by its incomparable site. That role should be to provide an open space of quiet and tranquility for the citizens of this city—a sanctuary where they might escape the turmoil of the city and enjoy the rejuvenation which quiet and solitude and an intimate contact with nature can bring. It should be accepted that this park cannot satisfy all of the recreational needs of all of the citizens of Seattle. It can only complement the other elements in the park system. This park should not be asked to serve too many functions. It will best serve this city if it is permitted to serve one primary function and to serve that function well.* (Fort Lawton [Discovery Park] Plan, 1972)

### **3) Purpose and Terms of the Memorandum of Agreement**

- In accordance with Section 1. (d) of the West Point Settlement Agreement made on February 19, 1991, by and between the Municipality of Metropolitan Seattle (“Metro,” succeeded by King County), Puget Sound Water Quality Defense Fund, Friends of Discovery Park, Legal Advocates For Washington, Washington Environmental Council, and Magnolia Community Club, King County shall transmit \$5.3 million to The City on or before April 30, 2006.
- The City shall deposit the \$5.3 million transmitted plus all future interest earnings on these dollars in a “Discovery Park” sub fund of its Shoreline Park Improvement Fund, as originally established by Ordinance 115496, approved January 22, 1992.

- The funds and future interest earnings will be held in a separate “Discovery Park” sub fund for the purposes of accounting and expending the funds for the purposes agreed to in this memorandum.
- The \$5.3 million and all interest earned on these funds shall be dedicated to improvements to Discovery Park, consistent with the terms of the 1991 West Point Settlement Agreement, and shall be covered by this Memorandum of Agreement.
- The City shall establish a Citizens Oversight Committee which will be made up of one representative from each of the following organizations: the Puget Sound Water Quality Defense Fund, Friends of Discovery Park, Legal Advocates For Washington, Washington Environmental Council, Magnolia Community Club, Seattle Board of Park Commissioners and Discovery Park Advisory Council, which quarterly shall review progress made on the expenditure of the funds.
- The City will conduct its normal capital budgeting process to determine the projects, individual project schedules and budgets that are eligible for funding consistent with the West Point Settlement Agreement and this memorandum. The Oversight Committee will review the projects and advise the City accordingly.
- The City shall not use West Point Settlement Agreement monies to supplant funding for routine maintenance or other costs associated with preserving current operations at Discovery Park.
- The Attachment contains the list of projects the WPCAC recommends that The City fund with the dollars it will receive from King County under the terms of this Memorandum of Agreement.

**4) Effective Date of Memorandum of Agreement and Termination**

This Memorandum of Agreement shall become effective when signed by both parties and shall terminate when the \$5.3 million plus the interest earned on these dollars have been fully expended in accordance with this Memorandum of Agreement.

**Changes, Modifications and Amendments**

This Memorandum of Agreement may not be waived, changed, modified, or amended without written agreement executed by the parties signatory hereto.

**5) Miscellaneous**

This Memorandum of Agreement does not create a new partnership, joint venture, or agency relationship between the parties. No joint or several liability is created by this Memorandum of Agreement; by entering into or performing this Memorandum of Agreement, no party is agreeing to be liable for the acts, omissions, debts or obligations of any other party.

**6) Entire Agreement**

This Memorandum of Agreement contains all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Memorandum of Agreement shall be deemed to exist or to bind any of the parties hereto.

By signing this Memorandum of Agreement, the signatories agree to the terms contained herein.

**King County**

**City of Seattle**

Signature \_\_\_\_\_  
**Pam Bissonette, Director**  
Department of Natural Resources & Parks

Signature \_\_\_\_\_  
**Ken Bounds, Superintendent**  
Department of Parks and Recreation

Date \_\_\_\_\_

Date \_\_\_\_\_

Attachment: WPCAC Recommended Project List



## Attachment

### West Point Citizens Advisory Committee (WPCAC) Recommended Project List May 3, 2005

The projects recommended by WPCAC have been grouped based on geographic proximity, similar kinds of attributes, and other factors that would enable efficiencies if the projects were coordinated with each other. All four of these groupings are considered to be of equal importance. Within each grouping, the projects are listed in priority order. Estimated costs are also provided for each project. In the event that actual costs will exceed these estimates, WPCAC also recommends the development of a contingency and opportunity fund, described below.

#### Group 1

1. **Building 653**— Building 653 is no longer in use, so its removal would be consistent with the Discovery Park Master Plan. The building has also become an eyesore. Removal of the building would open up a corridor to link the eastern part of Discovery Park to the Historic District.

*WPCAC Recommendation:* The WPCAC recommends that funding be used to remove Building 653 and restore the area to natural conditions.

*Estimated Cost:* \$250,000

2. **Chapel Annex**— The chapel annex is an unused facility that has become quite rundown. It does not meet current building codes and has only small restrooms, so any future use would require considerable upgrading.

*WPCAC Recommendation:* The WPCAC recommends that funding be used to remove the Chapel Annex and restore much of the area to natural conditions.

*Estimated Cost:* \$50,000

3. **Nike Building**— The Nike missile building is located in the 500 Area and is being used for temporary warehousing; this use will be discontinued when a suitable replacement facility is identified. The building has become an eyesore and is being used for purposes unrelated to Discovery Park. Its removal would be consistent with the Discovery Park Master Plan. Potential issues to be resolved include the need to find alternate warehouse space and the possibility that the building may contain contaminants such as lead and asbestos.

*WPCAC Recommendation:* The WPCAC recommends that funding be used for demolition or burial of the Nike Building and restoration of the area to natural conditions. WPCAC further recommends the City discontinue existing Nike Building use as soon as possible to enable this project to move forward.

*Estimated Cost:* \$1,000,000

## **Group 2**

1. **Capehart Site Purchase**—Seattle Mayor Greg Nickels has entered into an agreement with American Eagle Northwest to purchase the Navy's Capehart housing, a 23 acre in-holding in the westerly part of the park, once it is replaced with new housing in the Everett/Marysville vicinity by 2008. The agreed upon purchase price is \$10,000,000 with other considerations. The Mayor has proposed a mix of several local, state and federal funding sources to effect this purchase.

*WPCAC Recommendation:* The WPCAC recommends that funding be provided toward the purchase of the Capehart site.

*Estimated Cost:* \$2,000,000 (this is partial funding only as other sources will be sought to effect the necessary \$10,000,000 for purchase of the Capehart site.)

2. **West Point Lighthouse Renovation**—The U.S. Department of the Interior has awarded the West Point Light Station to Seattle Parks and Recreation to add 2.5 acres of valuable Puget Sound Shoreline to the park. A condition of the transfer was that the City would commit funds to needed restoration of the lighthouse and related structures.

*WPCAC Recommendation:* The WPCAC recommends that funding be provided for restoration of the West Point Light Station.

*Estimated Cost:* \$600,000

## **Group 3**

1. **Capehart Site Restoration**—Purchase of the Capehart site from the United States Navy and American Eagle Northwest will involve removal of the sixty units of housing, the small Navy Exchange and storage building, but will leave roadways, parking lots and utilities in place. The goal is to return this area to natural conditions to complement the wooded bluff to the west and other forest, thicket and meadow areas to the north and south.

*WPCAC Recommendation:* The WPCAC recommends that funding be provided to effect demolition and site restoration following the Navy and American Eagle demolition of the Capehart housing.

*Estimated cost:* 500,000

2. **North Forest Road Removal**— Major forest areas within Discovery Park are located in the northern half of the site. The 1986 Discovery Park Master Plan calls for managing the forests as wildlife habitat as well as recreational walking and nature interpretation. All but three of the roads in Discovery Park are closed to motorized vehicles but they add to fragmentation of the Park, inhibit the goal of reforestation and restoration of the pre-settlement character, and support invasive plants such as blackberries and scotch broom. The closed roads should be removed to increase the amount of forest and enhance the natural character of Discovery Park.

*WPCAC Recommendation:* The WPCAC recommends that funding be used for road removal and restoration. In some cases, utility revisions may be necessary to effect such removal, and in other cases, continued vehicle access will need to be retained to provide access to utilities. Kansas Avenue should be closed and portions of the road removed, while still allowing for service vehicle access to utilities. Idaho Avenue should also be completely removed and closed northerly of the water service pressure reducing vaults. These roads and the old theater site, adjacent to Idaho Avenue, should be restored with native plants.

*Estimated Cost:* \$300,000

#### **Group 4**

1. **Endowment**— Volunteer work parties organized by neighborhood groups, workplace groups, clubs, social organizations, and others have and continue to perform considerable work in Discovery Park. Funding for materials and equipment is sometimes needed for these volunteer projects.

*WPCAC Recommendation:* The WPCAC recommends creation of an endowment fund. Interest earned from investment of the principal in this fund can be used to fund habitat restoration and habitat improvement in Discovery Park.

*Estimated Cost:* \$100,000

#### **Contingency and Opportunity Fund**

*WPCAC Recommendation:* A contingency and opportunity fund of approximately \$200,000 should be established with monies beyond the project allocations noted above. This fund should first be used to cover costs that exceed the estimated amounts identified for the projects above. This fund could then be used to respond to other opportunities. Examples include the following:

- Wetland creation/improvements – This project would provide improvements to the existing wetlands in Discovery Park and/or create new wetlands.

- Schuerman Creek – This would relocate and daylight Schuerman Creek in the North Parking Lot area.
- North Bluff Restroom Upgrade – This project would upgrade the existing restrooms to be a “green” facility that would use solar power, provide for composting, etc. In the alternative, a new restroom might be situated closer to the park road at the Capehart site

*Estimated Cost for contingency and opportunity fund: \$200,000*