

ORDINANCE NO. 8861

AN ORDINANCE authorizing the conveyance of Fort Dent Park to the City of Tukwila, authorizing the execution of an agreement pertaining to the development and use of Fort Dent Park, and obligating King County to share in certain litigation related costs and expenses.

FINDINGS OF FACT

1. King County previously acquired a fifty two acre parcel of land, known as Fort Dent, adjacent to Interurban Avenue and north of I-405, for park and recreational purposes.

2. The City of Seattle has operated and maintained Fort Dent as a park pursuant to a lease agreement with King County since the park opened.

3. The lease agreement expires at the end of 1987 and the City of Seattle has notified King County that it does not intend to renew the lease.

4. Completion of development of this site by King County would not likely occur in the near future because of existing funding constraints. King County would have difficulty maintaining the athletic fields at the level and quality expected by many of the field users because of existing funding constraints.

5. Fort Dent Park is inside the corporate limits of the City of Tukwila, and the City of Tukwila has formally requested that King County convey the land to the City to maintain, operate, and develop as a park.

6. The King County executive has determined that, because of the high cost of operation and maintenance, and the willingness of the City to operate the park for the public, the property is surplus to the foreseeable needs of the county and should be conveyed to the City for park purposes.

7. It would be in the best interests of the citizens of King County to convey the lands described herein to the City of Tukwila, in consideration of the mutual benefits to be derived.

8. The county wishes to continue to use a portion of the park on a limited basis for certain activities.

1 9. On November 13, 1987, the county received an unsigned letter stating
2 that "it is the decision of the Duwamish Tribe to claim" the site. Thus,
3 ownership of Fort Dent Park may become the subject of future litigation and/or
4 payment.

5 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

6 SECTION 1. The King County executive, on behalf of the citizens of
7 King County, is hereby authorized to execute a deed of conveyance in favor
8 of the City of Tukwila and to sign an agreement regulating the use of the
9 property known as Fort Dent Park which is described as follows:

10 Parcel A

11 All of Government Lots 1 and 2 in Section 23, Township 23 North,
12 Range 4 East, W.M.;

13 ALSO all that portion of Government Lots 1 and 5 in Section 24,
14 Township 23 North, Range 4 East, W.M., AND all that part of the
15 Lake in Sections 23 and 24 lying West of the right of way of main
16 lines of Chicago, Milwaukee and St. Paul Railway;

17 ALSO, Tract 36, Second Supplement Map of Renton Shore Lands as
18 shown on the official maps thereof on file in the office of the
19 Commissioner of Public Lands at Olympia, Washington.

20 EXCEPT right of way of Northern Pacific Railway Company;
21 LESS coal and minerals and the right to explore for and mine the same;

22 TOGETHER WITH and subject to the terms of all easements appurtenant
23 to the described parcel A;

24 EXCEPT that certain easement granted to Pacific American Commercial
25 Company on the 25th day of July, 1963, by Container Corporation of
26 America, and recorded in Volume 4616 of the deed records of King
27 County, at pages 668, 669, and 670, Auditor's File No. 5833513.

28 Parcel B

29 All those parts or portions of Lots 1 and 5, in Section 24,
30 Township 23 North, Range 4 East, W.M., in King County,
31 Washington, bounded and described as follows:

32 Beginning on the West boundary of the right of way of the Burlington
33 Northern, Inc., formerly the Northern Pacific Railway Company at a
 point which is 550 feet South and about 100 feet East of the Northwest
 corner of said Section 24, and; running thence Southeasterly a distance
 of 300 feet to a point which is distant 70 feet Westerly from, measured

1 at right angles to said Burlington Northern, Inc. right of way boundary;
 2 thence Southeasterly parallel to and distant 70 feet Westerly from
 3 said right of way boundary to White River;
 4 thence Easterly along said White River to said right of way boundary;
 5 thence Northwesterly along said West boundary of Burlington Northern,
 6 Inc. right of way to Point of Beginning, containing approximately two
 7 acres.

8 Parcel C

9 That portion of vacated Blocks 4 to 9 inclusive and vacated Blocks
 10 12 to 17, inclusive, of Gundaker's Interurban Addition to Seattle
 11 (Vacated), according to plat recorded in Volume 14 of Plats, page
 12 46, in King County, Washington, and vacated streets adjoining, more
 13 particularly described as follows:

14 Commencing at Highway Engineer's Station P.O.T. (2M) 127 + 75.0
 15 on the 2M-line shown on the State Highway Map of Primary State
 16 Highway No. 1 (SR405) Green River Interchange, Sheet 2 of 4 sheets,
 17 established by Commission Res. No. 1192, February 19, 1962;
 18 thence Northeasterly at right angles of said 2M-line North 30°27'06"
 19 East 284.88 feet;
 20 thence tangent to the preceding course along the arc of a curve to
 21 the left having a radius of 300.00 feet and a central angle of
 22 03°19'06," an arc length of 43.56 feet;
 23 thence tangent to the preceding curve North 22°08'00" East 309.43
 24 feet;
 25 thence North 30°35'15" East 60.00 feet to the True Point of Beginning
 26 of the parcel to be described herein;
 27 thence, from said True Point of Beginning from a tangent that bears
 28 North 59°24'45" West along the arc of a curve to the left having a
 29 radius of 60.00 feet and a central angle of 89°41'29," an arc length
 30 of 93.92 feet;
 31 thence, North 59°24'45" West 183.62 feet more or less to the bank of
 32 the Green River;
 33 thence, along the bank of the Green River North 30°04'58" East 116.17
 feet to a point thereon;
 thence, leaving said bank of the Green River South 37°36'40" East
 137.76 feet;
 thence South 55°24'30" East 50.12 feet;
 thence South 59°24'45" East 66.73 feet;
 thence, South 30°35'15" West 1.82 feet to the True Point of Beginning.

TOGETHER WITH non-exclusive easements in common with others for ingress
 and egress over the following described strips of land:

That portion of Government Lot 14 of Section 14 and any portion of
 Government Lot 2 of Section 23, Township 23 North, Range 4, East W.M.
 lying between lines parallel with and distant respectively 50 feet
 Northeasterly and 64 feet Southwesterly, measured at right angles, from
 the centerline of the Northeasterly main track of Railway Company's Main
 Line as now constructed, and within 10 feet from a road centerline
 bearing North 54°23' East and intersecting said tract centerline at
 Engineer's Survey Station 1098 + 61.1 in said track centerline;

EXCEPT so much of said strip of land as may lie in said Section 14 and
 Southwesterly of a line parallel with and distant 50 feet Southwesterly,
 measured at right angles from said tract centerline.

1 That portion of the one hundred (100) foot wide jointly owned right of
 2 way of the Railroad in Government Lot 14, Section 14, Township 23 North,
 3 Range 4 East, W.M., included within a strip of land 10 feet wide on each
 4 side of the following described centerline,
 5 EXCEPT being 7 feet wide on the South side and 23 feet wide on the North
 6 side of the centerline for a distance of 25 feet Easterly and 25 feet
 7 Westerly from Railroad Engineer's Station 489+94.0, hereinafter
 8 designated as Point "B".

9 Beginning at a point on the Southwesterly side of said 100 foot wide
 10 right of way;
 11 thence North $54^{\circ}23'$ East to said Point "B";
 12 thence continuing North $54^{\circ}23'$ East, 33.3 feet;
 13 thence North $44^{\circ}33'$ East to a point on the Northeasterly side of said
 14 right of way;

15 That portion of the Railroad's right of way in Government Lot 14,
 16 Section 14, and in Government Lot 6, Section 13, Township 23 North,
 17 Range 4 East, W.M., included within a strip of land being 10.0 feet
 18 on each side of the following described centerline.
 19 EXCEPT being 7.0 feet wide on the South side and 23 feet wide on the
 20 North side of the centerline for a distance of 25 feet Easterly and
 21 25 feet Westerly from Railroad Engineer's Station 490+61.2, hereinafter
 22 designated as Point "C":

23 Beginning at said point "C";
 24 thence North $66^{\circ}57'$ West, 35.4 feet;
 25 thence South $66^{\circ}21'$ West, 153.9 feet;
 26 thence South $44^{\circ}33'$ West to a point on the Westerly line of said right
 27 of way;
 28 beginning again at point "C";
 29 thence South $66^{\circ}47'$ East, 45.1 feet;
 30 thence North $82^{\circ}29'$ East to a point on the Easterly line of said right
 31 of way;

32 Being 10.0 feet on each side of the following described centerline, all
 33 Situate in Section 13, Township 23 North, Range 4 East, W.M.;
 Beginning at the Southwest corner of said Section 13;
 thence North $29^{\circ}51'$ West 174.7 feet;
 thence North $66^{\circ}21'$ East 153.9 feet;
 thence South $66^{\circ}67'$ East 80.5 feet;
 thence North $82^{\circ}29'$ East to the Westerly line of Container Corporation
 of America and the True Point of Beginning;
 thence continuing North $82^{\circ}29'$ East 157.0 feet;
 thence North $68^{\circ}51'$ East to the Southwesterly margin of Monster Road
 (also known as Steel Hill Road and South 143rd Street).

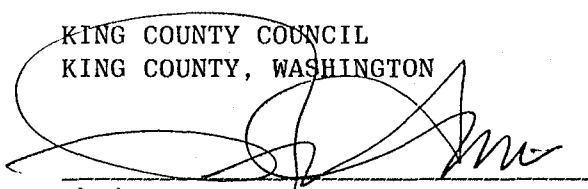
1 ALSO Tract 36, Second Supplemental Maps of Renton Shore Lands, as shown
2 on the official maps thereof on file in the office of the Commissioner
of Public Lands at Olympia, Washington.

3 SECTION 2. Said development and use agreement shall include a provision
4 obligating the county to jointly defend and share equally with the City of
5 Tukwila the cost of all claims, demands, settlements and judgments resulting
6 from Duwamish Indian Tribe demands, claims or lawsuits based on ownership.

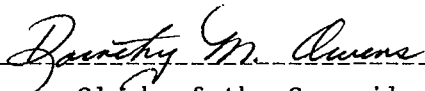
7 INTRODUCED AND READ for the first time this 13th day of
8 February, 1989.

9 PASSED this 21st day of February, 1989.


12 KING COUNTY COUNCIL
13 KING COUNTY, WASHINGTON

14 
15 Chairman

17 ATTEST:

18 
19 Clerk of the Council

20 APPROVED THIS 1st day of March,
21 19 89.

22 
23 King County Executive

AGREEMENT FOR THE DEVELOPMENT AND USE OF FORT DENT PARK

THIS IS A DEVELOPMENT AND USE AGREEMENT between King County, a political subdivision of the State of Washington, hereinafter referred to as the "County," and the City of Tukwila, a municipal corporation of State of Washington, hereinafter referred to as the "City."

WHEREAS, the City has a geographical boundary encompassing the Fort Dent Park, hereinafter referred to as the "site," and

WHEREAS, the City provides the police and fire protection for the site, and

WHEREAS, it will be efficient for the City to operate and maintain the site because of the close proximity of the City's other maintenance responsibilities, and

WHEREAS, the County has conveyed ownership of the site to the City, and

WHEREAS, the County and the City have agreed the City will operate the site as a regional facility and provide a high level of maintenance, and

WHEREAS, the County and the City have agreed that the site will be available for scheduled use by non-city residents, and

WHEREAS, the County and City have agreed there will be no differentiation in the usage fees assessed city and non-city residents, and

WHEREAS, the County and the City have agreed to annually allocate specified blocks of time for use of the site by the County's public recreation programs, and

WHEREAS, the County and the City have agreed that future capital construction shall include athletic facility and passive park improvements for the benefit of regional and local residents, and

WHEREAS, the City has agreed to fund all future operating and capital development costs of the site, and will retain all revenue for use of the site;

NOW, THEREFORE, the County and the City hereby agree:

A. County Obligations. In consideration for the promises of the City set forth in this Agreement, the County promises to:

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1. Indemnify and hold the City harmless from any and all personal injury, property, or contractual claims arising during the period of time the site was under County ownership and arising as a result of County ownership, provided that should the Duwamish Indian Tribe make any demand or claim or file a lawsuit based upon ownership of the site, the City and the County agree to jointly defend and share equally the cost of all claims, demands, settlements, and judgments, including the costs and expenses thereof.
2. Provide the City with available information regarding the original construction on-site, and other information as requested, to assist the City in effecting the transfer of operations and ownership of the site.
3. Furnish expert advice, upon request, in facility scheduling and other program related areas.
4. Indemnify and hold the City harmless for any costs or liens on the site resulting from the County's construction of the Green River Trail.
5. The County hereby certifies that all debts incurred by it for the purchase or development of the site have been or will be retired by King County.
6. The County shall notify the City by March 15 of each year for first season softball leagues period beginning 2nd Monday in April through the second Friday in August, and second season softball beginning 1st Monday in August through the 3rd Friday in September, if any of the field usage reserved for the County will not be needed for County programs during the calendar year. Upon receiving notification, the City shall have the right, during the calendar year only, to allocate the space to other applicants.

B. City Obligations. In consideration for the promises of the County set forth in this Agreement, the city promises to:

1. Obligate by January 1, 1992 capital improvement funding for the site in the approximate amount of \$1,085,000 expressed in constant 1989 dollars. Nominal dollar obligations in years following 1989 will be discounted at an annual rate of 4% to determine whether the obligation has been met. The capital improvement funds shall be used for

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the following described improvements, and the City shall make every reasonable effort to complete the improvements by January 1, 1993.

Volleyball/Basketball Courts (Map key 1)

Construct outdoor, lighted, full size basketball court complete with fencing, gates, and required utilities. Construct two sand outdoor volleyball courts complete with fencing, lights, drainage and required utilities.

Group Picnic Areas with Play Area (Map key 2)

Construct two 1500 sq. ft., 8 tables, picnic shelters complete with all required utilities. Also construct in the same area, an irrigated open grass field with a childrens play area. The play area shall include swinging, climbing, and sliding elements and be visible from the cloverleaf area.

Softball Cloverleaf Rehabilitation (Map key 3)

The following improvements shall be made at this area:

- (1) Revise main entry to increase the visual appeal;
- (2) Remove outfield fence slats and plant ivy;
- (3) Provide a canopy over dugouts; and
- (4) Provide a new underdrain and irrigation system throughout the cloverleaf including all required earthwork revisions and grass turf re-establishment.

Trails, River Access, and Interpretive Site (Map key 5)

Additional trails within the park shall be constructed that will be in addition to the planned green river trail through the park. Approximately 2800 feet of 10' wide asphalt trails shall be provided. River access at the SW and NW corners of the site shall be provided such that canoes or hand carried watercraft can be launched or retrieved at summer water levels. One interpretive site shall be located at the confluence of the Black and Green Rivers. Themes of this site could include: (1) opening of the Lake Washington ship canal in 1917; (2) The Fort Dent blockhouse; and (3) historic and current use of the site.

Road Settlement at Bridge Abutment (Map key 6)

The entrance road shall be leveled to match the bridge approach.

The planned locations of the above described improvements with the exception of the internal trails are identified on the attached map entitled "Plan 1 - Fort Dent Master Plan Update."

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2. Obligate by January 1, 1994 capital improvement funding for the site in the approximate amount of \$860,000 expressed in constant 1989 dollars. Nominal dollar obligations in years following 1989 will be discounted at an annual rate of 4% to determine whether the obligation has been met. Unless the City and the County mutually agree to an alternative set of improvements before January 1, 1994, the capital improvement funds shall be used for the following described improvements; and the City shall make every reasonable effort to complete the improvements by January 1, 1996.

Retention Pond Enhancement (Map key 4)

The edge of the pond shall be densely planted to minimize human and waterfowl access to the surrounding grassy areas. Access to the pond, at a few points with boardwalks or piers shall be provided. Water quality shall be enhanced with a fountain or aerator. A no feeding policy for waterfowl should be instituted and enforced.

Practice Field Rehabilitation (Map key 7)

Provide a new underdrain and irrigation system throughout the two northerly practice fields including all required earthwork revisions and grass turf re-establishment.

Soccer Field Rehabilitation (Map key 8)

The cinders shall be replaced with a state of the art all-weather surfacing material. The under drainage system shall be replaced and an irrigation or quick coupler system for dry weather stabilization installed. The wooden fence slats shall be replaced with climbing ivy.

Warning Track - Softball Cloverleaf (Map key 3)

Install 12' wide warning track around the outfields using the cinders from the soccer field.

Site Landscaping

Enhancement of landscaping shall include the areas around the picnic shelters, river access points, interpretive sites, play area, and athletic fields.

The planned locations of the above described improvements with the exception of site landscaping are identified on the attached map entitled "Plan 1 - Fort Dent Master Plan Update."

3. Provide the County with a scheduled period of time on the softball fields for the use of County organized public recreational leagues and tournaments:

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Softball Leagues:

- Field No. 1 - Tuesdays 6:00 p.m. to close (11:30p.m.) from period beginning 2nd Monday in April through the second Friday in August.
- Fields No. 1, 2, 3, & 4 - Mondays, Wednesdays, 6:00p.m. to close (11:30p.m.) from period beginning 2nd Monday in April through the second Friday in August.
- Fields No. 2, 3, & 4 - Mondays, Wednesdays, 6:00p.m. to close (11:30p.m.) from period beginning 1st Monday in August through the 3rd Friday in September.

Tournaments:

- Fields No. 1, 2, 3, & 4 - 3rd weekend in May-Friday night through Monday.
- Fields No. 1, 2, 3, & 4 - 1st weekend in June-Friday night through Sunday.
- Fields No. 1, 2, 3, & 4 - 2nd weekend in June-Friday night through Sunday.
- Fields No. 1, 2, 3, & 4 - 2nd weekend in July-Friday night through Sunday.
- Fields No. 1, 2, 3, & 4 - 4th weekend in July-Friday night through Sunday.

4. Special Events:

The Music and Arts Festival- 3rd weekend in September, Friday - Sunday evening. Provide the County with exclusive use of the entire site for staging the Annual event. Additional non-exclusive use/access to the Park facilities for the purpose of preparing for and cleaning up after the actual days of the event will be made available to the County in coordination with the City's scheduling office.

5. Accommodate requests for non-routine use such as major tournaments, company picnics, and other sporting events from non-city residents to the extent reasonably feasible with all due consideration for local circumstances.

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6. The City recognizes and retains through scheduling policies and practices and by providing a high level of maintenance the value and continued importance of the site as a regional facility. A significant amount of field time will continue to be allocated and made available to non-city residents.

7. The City shall allow the Duwamish Tribe to design and build, at the expense of the Tribe, a facility at the south end of the park near the bend of the river subject to design approval by the City and terms and conditions to be negotiated and agreed upon by the City and the Tribe; Provided such agreement shall guarantee public use of the facility.

8. The City agrees to defend, indemnify, and hold harmless the County, its elected and appointed officials, and employees from and against liability for all claims, demands, suits, and judgments, including the costs of defense thereof for injury to persons, death or property damage which is caused by, arises out of, or is incidental to the City's ownership, operation, improvement or maintenance of the site except that the County shall be liable to the extent of its sole or concurrent negligence.

C. Supervision and Personnel. Both parties to this Agreement understand and agree that the City is acting as an independent government with the following intended results:

1. Control of personnel, standards of performance, discipline, and all other aspects of operation and maintenance shall be governed entirely by the City.

2. The City shall be liable for the salaries, wages, and other compensation of all employees, officers, and individuals responsible for the ownership, operation, improvement, safety, and maintenance of the site.

D. General Provision

1. This Agreement is effective as of April 1, 1989 and shall automatically renew on January 1 of each subsequent year unless otherwise superseded by a new written agreement for that year. If the Agreement is automatically renewed and if the County and the City have not agreed to a new scheduled block of field usage for that year, prior to the renewal date, the City shall commence operation, maintenance, and scheduling service on that January 1 at the same level provided in this Agreement.

AGREEMENT FOR THE DEVELOPMENT AND USE OF FORT DENT PARK

2. This Agreement applies to all of Fort Dent Park conveyed by King County to the City of Tukwila which property is more particularly described in the attached Deed of Conveyance that is fully incorporated herein by this reference.

3. This Agreement supersedes any prior agreement between the parties relating to the same subject matter. It is intended to express the entire agreement of the parties, and may not be altered or modified in any way unless the change is reduced to writing and signed by both parties.

4. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Agreement.

5. The City certifies that it is an Equal Opportunity Employer. The City agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. The action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

6. Both parties understand that no significant impact on the environment will result from any rights granted under this Agreement.

AGREEMENT FOR THE DEVELOPMENT AND USE OF FORT DENT PARK

7. The City may lease or assign all of the property, or any portion thereof, provided that the City, lessee, or assignee does not violate the covenants of the Quit Claim Deed or the conditions stated herein.

CITY OF TUKWILA

KING COUNTY

BY _____

BY _____
Tim Hill

TITLE _____

TITLE County Executive

DATE _____

DATE _____

APPROVED AS TO FORM:

BY _____
Deputy Prosecuting Attorney

DATE _____

MW:eoh
02/13/89