



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

January 6, 2011

Motion 13400

Proposed No. 2010-0601.2

Sponsors Phillips and Drago

1 A MOTION supporting potential uses of the transit
2 division's North Lake Union dock site by the Center for
3 Wooden Boats for public access, maritime heritage and
4 recreation.

5 WHEREAS, opportunities for public access to the region's unique waterfront
6 resources, through waterfront recreation, boating opportunities and maritime heritage
7 programs, are an important public purpose that can be supported through cooperation
8 between public agencies and nonprofit organizations dedicated to maritime heritage and
9 boating access programs for the public, and

10 WHEREAS, King County' transit division, also known as Metro Transit, owns
11 waterfront land on North Lake Union, known as the North Lake Union dock site, that is
12 not currently needed for the agency's operations, and

13 WHEREAS, the sediments at the North Lake Union dock site may have
14 environmental contamination originating from the nearby Gas Works park property
15 which is subject to investigation, cleanup and legal activities, and

16 WHEREAS, the Seattle-King County Task Force on Maritime Heritage stated in
17 its December 2005 final report that there is a great need for a maritime heritage facility
18 including repair workshops for wooden vessels and training facilities to teach sailing and
19 other maritime skills, and

20 WHEREAS, the Task Force on Maritime Heritage's December 2005 final report
21 identified the North Lake Union dock site as a "essential satellite campus" for use as a
22 working moorage for historic ships and the development of the Northlake Heritage wharf,
23 and

24 WHEREAS, the Wallingford Neighborhood Plan identifies the North Lake Union
25 dock site as a desired location for a water-oriented community resource, and

26 WHEREAS, the Fremont and Wallingford neighborhood associations have
27 endorsed the idea of a waterfront park on the North Lake Union dock site, and

28 WHEREAS, Seattle's nonprofit Center for Wooden Boats, which provides hands
29 on education, training and boating access opportunities to the public, has expressed
30 interest in purchasing or leasing the North Lake Union dock site for uses consistent with
31 the Task Force on Maritime Heritage's December 2005 final report, and

32 WHEREAS, in February 2009, a memorandum of understanding was signed
33 committing the parties to good faith negotiations regarding the purchase or lease of the
34 North Lake Union dock site, and

35 WHEREAS, the transit division is projected to have a revenue shortfall in excess
36 of one billion dollars over the next five years, and

37 WHEREAS, because of legal limitations on the use of transit funding, the transit
38 division cannot provide direct financial support to the Center for Wooden Boats, and

39 WHEREAS, when negotiations between the parties reached an impasse due to
40 the transit division's legal and financial limits, the city of Seattle was identified as a
41 possible partner for the Center for Wooden Boats, and

42 WHEREAS, in September 2009 the Seattle City Council approved Resolution
43 31161 "expressing support for continued public use of and access to the transit division's
44 North Lake Union dock site, potential transfer of ownership of the site to the city of
45 Seattle's Parks and Recreation Department and endorsing potential site use by the Center
46 for Wooden Boats" and entered into discussion with the transit division on acquisition of
47 the North Lake Union dock site, and

48 WHEREAS, on October 21, 2010, the city of Seattle informed the transit division
49 that ". . . given the issues involved in determining fair market value of the property, when
50 coupled with the issues and risks associated with the environmental contamination of the
51 site and the lack of any significant city financial resources, make the pursuit of this site
52 impractical," and

53 WHEREAS, the Center for Wooden Boats seeks affirmation of the county's
54 commitment to continuing good faith negotiations regarding the purchase or lease of the
55 North Lake Union dock site, and

56 WHEREAS, the Center for Wooden Boats's ability to use the North Lake Union
57 dock site as a working moorage for historic ships and a place to provide public access
58 activities may be facilitated by identification of county funding sources other than the
59 transit division that may be available to offer the financial support necessary to make the
60 project viable;

61 NOW, THEREFORE, BE IT MOVED by the King County Council:

62 A. The council directs the transit division to pursue an updated memorandum of
63 understanding between the Center for Wooden Boats and the transit division, modeled on
64 the February 2009 memorandum of understanding between the transit division and the

65 Historic Seattle Public Development Authority, and the parties are charged with moving
66 forward with formal discussions in a purposeful and energetic manner.

67 B. The discussions between the transit division, with assistance from the civil
68 division of the King County prosecutor's office and the Center for Wooden Boats, should
69 explore all the legal means by which utilization of the North Lake Union dock site by the
70 Center for Wooden Boats might be accomplished, including, but not limited to: lease;
71 purchase; temporary tenancy that would lead to eventual purchase; the possible transfer
72 of the property or a partial interest in the property to another county agency or
73 department that might more appropriately manage use by the Center for Wooden Boats;
74 and a use arrangement that would allow the Center for Wooden Boats to include public
75 benefit as part of any lease or rental obligation to King County.

76 C. The council requests that the King County executive assist the parties in
77 exploring alternatives to meet the goals and requirements of each entity.

78 D. To facilitate and provide for a good knowledgeable basis for discussion of
79 environmental, compensation and other issues related to the Center for Wooden Boats
80 lease or purchase of the property, the King County executive should assist in retaining a
81 facilitator. The facilitation may further lead to assisting in negotiations and development
82 of mutually agreeable means of meeting the goals and requirements of each entity.

83 The facilitator shall provide a quarterly one-page summary of discussions, in the
84 form of a letter to the advisory team and the King County council. With regard to the
85 letter to the King County council, the letter must be filed in the form of a paper original
86 and an electronic copy with the clerk of the council, who shall retain the original and
87 provide an electronic copy to all councilmembers. The summary shall address the key

88 points of difference between the parties, alternative strategies discussed and the sense of
89 purpose and willingness of each party to discuss, negotiate and compromise.

90 E. A basis of the discussion shall include recognition that because of the financial
91 condition of the transit division and legal limitations on the use of transit funding, the
92 transit division cannot financially support the Center for Wooden Boats.

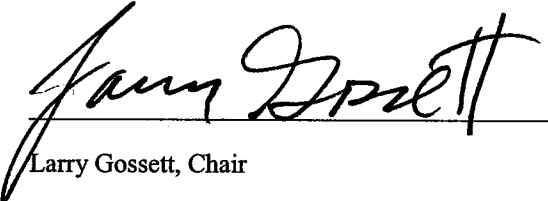
93 F. If, after twelve months of negotiations, agreement is not reached between the
94 parties, the facilitator shall prepare a letter summarizing the negotiations and identifying
95 any structural or policy alternatives or recommendations that may assist in resolving the

96 issue which the parties were unable to reach agreement upon. The letter shall be
97 provided to the advisory team and the King County council as provided in this motion.
98


Motion 13400 was introduced on 11/22/2010 and passed by the Metropolitan King
County Council on 1/3/2011, by the following vote:

Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,
Ms. Patterson, Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr.
McDermott
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Gossett, Chair

ATTEST:


Anne Noris, Clerk of the Council

Attachments: None