

and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. The council directs the transit division to pursue an updated memorandum of understanding between the Center for Wooden Boats and the transit division, modeled on the February 2009 memorandum of understanding between the transit division and the Historic Seattle Public Development Authority, and the parties are charged with moving forward with formal discussions in a purposeful and energetic manner.

B. The discussions between the transit division, with assistance from the civil division of the King

County prosecutor's office and the Center for Wooden Boats, should explore all the legal means by which utilization of the North Lake Union dock site by the Center for Wooden Boats might be accomplished, including, but not limited to: lease; purchase; temporary tenancy that would lead to eventual purchase; the possible transfer of the property or a partial interest in the property to another county agency or department that might more appropriately manage use by the Center for Wooden Boats; and a use arrangement that would allow the Center for Wooden Boats to include public benefit as part of any lease or rental obligation to King County.

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

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

The facilitator shall provide a quarterly one-page summary of discussions, in the form of a letter to the advisory team and the King County council. With regard to the letter to the King County council, the letter must be filed in the form of a paper original and an electronic copy with the clerk of the council, who shall retain the original and provide an electronic copy to all councilmembers. The summary shall address the key points of difference between the parties, alternative strategies discussed and the sense of purpose and willingness of each party to discuss, negotiate and compromise.

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

F. If, after twelve months of negotiations, agreement is not reached between the parties, the facilitator shall prepare a letter summarizing the negotiations and identifying any structural or policy alternatives or

recommendations that may assist in resolving the
issue which the parties were unable to reach agreement upon. The letter shall be provided to the advisory team
and the King County council as provided in this motion.