

**Draft Agreement between**  
**Wallingford Community Council (WCC)**  
**and Seattle Public Utilities (SPU)**  
**on the Redevelopment of the North Transfer Station (NTS)**

(Version 9. Jan 24, 2012)

Whereas, SPU operates the City of Seattle's solid waste management system, including the NTS, and

Whereas, the NTS is located in the Wallingford neighborhood, and

Whereas, WCC is an organization representing the Wallingford community to the City of Seattle government, and

Whereas, SPU desires to reconstruct the NTS to increase recycling, solid waste handling flexibility, and transfer station reliability; and to decrease impacts to the community and the environment, and

Whereas, the WCC supports the need for a reconstructed station as long as community needs are met in the design, construction and mitigation process, including appropriate community and environmental protections, and

Whereas, SPU has conducted an extensive community process involving a stakeholders group, other public outreach, and the consideration of more than 12 options, and

Whereas, WCC has participated in this community involvement process both directly and through representatives on the stakeholders group, and

Whereas, the WCC understands from SPU that no significant environmental impacts will result from the project, and

Whereas SPU and the community/stakeholders group have developed design parameters, community amenities, and architectural preferences;

Now therefore, SPU and WCC agree as follows:

**A) Commitments.** WCC and SPU both conditionally support and will continue to conditionally support the Approval Process, the Project Design, the Monitoring Requirements, the list of Community Amenities, the Architectural features and other elements described below in Sections C - T. It is the intent of the parties that the

requirements, amenities, and design elements be formally included, secured and protected through mutually agreed binding provisions in appropriate text amendments, ordinances and/or permit conditions. The purpose of the agreement is to provide for mutually agreed project components of SPU's NTS reconstruction. The project components of this agreement are only for the purpose of the NTS reconstruction project presently under consideration, and shall not be transferable to any other project, party or owner of the project property.

On SPU's part, "support" of an agreement on the project components means:

- Propose the project components of Sections C – T of this agreement to approval agencies (e.g., SDOT, DPD, the City Council),
- Advocate for the project components,
- Comply with the terms of this agreement regarding the proposed design, construction, and operation of the facility except to the extent that compliance would conflict with the exercise of the City's police power. The "exercise of the City's police power" shall have the meaning assigned by applicable case law, and includes a decision of the Seattle City Council to exercise its regulatory authority or its authority to vacate city streets, or any regulatory decision made by the Department of Planning and Development, Seattle Hearing Examiner, or other City agency acting in its regulatory, non-proprietary role with respect to the project. A "conflict" shall not exist unless such decision clearly precludes compliance with the agreement. Nothing in this agreement precludes WCC from disputing a particular decision or action by the City or a City agency or official constitutes an exercise of the City's police power or creates a "conflict" within the meaning of this paragraph..
- Provide and/or advocate for funding (from the SPU solid waste budget) for the project components.

On WCC's part, "support" means:

Upon request, communicate the WCC's endorsement of the project components to the various approval agencies,

- Advocate for the terms of this agreement as they wish
- Agree not to propose or advocate alternatives or additions to the project components unless a City or other governmental agency or body determines aspects of the project to be detrimental to health or the environment. However, as an exception, the WCC is free to propose and advocate for the inclusion of

solar panels on the top of the tipping building with DPD in the Master Use Permit process, or with the City Council at any time.

- Agree not to propose or advocate alternatives or additions to the project components unless a City or other governmental agency rejects or materially modifies an agreed upon project component in a permit or approval or SPU fails to include an agreed upon project component in design and construction requirements.
- Agree that as long as the project components and any supporting text amendments, ordinances, permits and rezones are not inconsistent with the provisions of this agreement, and that the project components are funded, WCC will not file any administrative or judicial challenge to decision by the City or other governmental agency or body necessary to or in any way related to development of the project, including but not limited to legislative decisions approving land use code text amendments or rezones, quasi-judicial rezones, decisions approving development or construction permits of any type, street vacation decisions, the adoption or amendment of the City's Solid Waste Management Plan, and any SEPA decision related to any such decisions.

**Condition:** WCC enters into this agreement conditioned on the accuracy and completeness of the information provided by SPU and should that information prove to be incomplete or inaccurate (in a way that materially applies to the aspects of this agreement) or should SPU decline to implement or be prevented by a regulatory body with jurisdiction from implementing the provisions of this agreement, the restrictions on WCC's rights of action contained in the prior section shall not be binding on WCC.

## **B) Approval Process**

1. SPU and WCC agree that the requirements of this agreement will be included in SPU's application in every relevant step of the project's approval processes. The appropriate requirements of this agreement will be proposed by and advocated for by SPU, in any text amendments, ordinances, rezones and street vacations. Similarly, SPU shall propose and advocate for conditions in its MUP application which reflect the terms of this agreement. All RFPs and Design and Construction Contracts will also include a requirement to comply with applicable provisions of the agreement subject to the restrictions in Section (A), above.
2. The draft text amendment ordinance may be found in Attachment A. SPU will advocate for the language of this draft ordinance with DPD and City Council. If DPD's text amendment ordinance is materially different than those in Attachment A, then the restrictions on WCC's rights of action contained in the prior section shall not be binding on WCC. SPU will advocate for language consistent with Attachment A to approval

agencies if the text amendment language is materially changed during the review process and the changes are unacceptable to the WCC

- C) Project Components.** SPU agrees to propose, design, build and operate a project consistent with the so-called Option C recommendation of the NTS Stakeholders Group and the project components described below in Sections D- T. See also the attached figure.
- D) Overall Campus.** The overall campus of the NTS, including the IC zoned parcel, the IB zoned parcel, the C2 zoned parcel, and the residential zoned parcel north of N. 35<sup>th</sup> will achieve an aggregate Green Factor of 0.40 as required for transfer station properties in the Municipal Code.
- E) C2 Zone Property.** The C2 zone property will allow the following uses: collection of recyclables and reuseables from self-haul vehicles only, transfer of recyclables, driveways, access, parking for NTS employees and visitors, necessary retaining walls and security fences, and open space as described below. Collection, transfer, disposal and handling of garbage, hazardous waste [for the purposes of this agreement, used motor oil, automotive and other batteries shall not be considered hazardous waste] and organics will not be allowed on this property.
- F) Carr Place Parking Lot-SF5000.** SPU shall not request rezoning of the lot currently referred to as the Carr Place parking lot (parcels 4083306050 & 4083306055) from its current single family designation. Effective with the end of the NTS construction project, SPU will discontinue allowing vehicles to park on the lot. The lot will be developed as an open space as described below.
- G) Recycling/reuse building in C2 zoned area.**
- a. Any reuse and recycling drop off, transfer, handling and compacting activities will be confined to and conducted within a wholly enclosed building.
  - b. Such a building will be no higher than 78 feet elevation (All elevations referenced in this agreement are referenced to the North American Vertical Datum of 1988 (NAVD88).) Rooftop features and equipment may not extend above the height limit, except that transparent or translucent material of any skylights may extend up to 18" above this height limit. Vegetation on the green roof may grow above this elevation limit.
  - c. The north wall of any such building will be no higher than 10 feet above finish grade or the elevation limit, whichever is lower.

- d. SPU may add a fence to the top of the building but the top of the fence may not exceed 10 feet above finish grade or the elevation limit, whichever is lower.)
- e. The building will be setback from the property line south of N. 35<sup>th</sup> Street a minimum of 100 feet.
- f. The building will be setback from the property line west of Woodlawn Ave North a minimum of 65 feet.
- g. Regardless of where it will be located on the campus (in compliance with these constraints) any such recycling/reuse building will have a green roof. The green roof will have a minimum of 2" of growth medium.
- h. Public access will not be allowed on the recycling/reuse building roof.
- i. Commercial noise limits for the recycling facility will apply as indicated by the Seattle Noise Ordinance. Operation of noise generating machinery (such as operation of a compactor) will not be allowed prior to 8:00 a.m. nor after 6:00 pm. (See also the noise requirements of Section (P)).
- j. SPU shall locate and design the walls, roof, doors and windows to ensure that noise standards are not exceeded.
- k. Any vehicle entrances or exits from this building will face south or west.
- l. These entrances/exits will have quick roll up/roll down doors designed for quiet operation.
- m. Any vehicle entrances/exits opening to the west will have a baffle wall on their north side and a green (min. 2" growth medium) baffling canopy.
- n. Mechanical equipment and major noise generators as defined in the Municipal Code will not be located on the roof of the building nor on any walls facing or across the street from a single family zone.
- o. Mechanical vents will be located to direct and diffuse transmission of odors away from single family zones.
- p. Facility operating hours shall have the following limits:
  - i. Open for employees and equipment operation: 6:30am – 7:30 pm  
(However noise generating equipment such as compactors shall be limited to the hours of 8:00 a.m. to 6:00 p.m. – see Section (G) (i))
  - ii. Open for contract collection companies: 7:00 am- 5:30 pm
  - iii. Station open to receive waste from all others: 8:00 am – 5:30 pm

The recycling/reuse building may be open for longer hours in the case of an emergency (e.g., removing debris from an earthquake.)

- q. SPU shall ensure that the transfer of recycling and reusables be in such a form that product handling and shipment does not constitute a public health risk.
- r. Outdoor storage shall be prohibited.

#### **H) Parking on C2 zoned property**

- a. Any such parking that is uncovered and above or at grade shall be south of the recycling/reuse building, and in no event shall its northern extent be north of the northern property line of the commercial property east of Woodlawn Ave N. (parcel No. 4083306895).
  - b. This parking south of the recycling/reuse building may be enclosed on its east side by a retaining wall or security fence. The retaining wall/fence will be no higher than 10 feet above finished grade on the east side of the wall. The wall will be setback from the property line west of Woodlawn Ave N. by a minimum of 65 feet.
  - c. There may be additional parking allowed north of the recycling/reuse building. However, any such parking will be covered by earth, landscaping and hardscaping (where appropriate) as described below.
  - d. The north edge of the green roof covering the underground parking shall be seamlessly level with grade.
- i) Green space on C2 and residentially zoned property.** The green space shall be developed and maintained as open space. (Its use is described in the Community Amenities section.) There will be landscaped green space (possibly with some hardscape and park structures) created and maintained in the following areas:
- a. On the present parking lot site north of N. 35<sup>th</sup> St.
  - b. On the southwest corner of Woodlawn and N 35<sup>th</sup>, extending from the western sidewalk of Woodlawn, west to a point at least as much to the west as is shown on the attached figure; and extending from southern sidewalk of N. 35<sup>th</sup>, south to a point at least as much south of the property boundaries on the south side of N 35<sup>th</sup> as is shown on the attached figure. The topography of this area will follow the recommendations of the community-based stakeholder's group described in Section (S)( d ).

- c. On the west side of Woodlawn bounded on the:
  - i. East by the present Woodlawn western sidewalk
  - ii. South by the present northern sidewalk of N 34<sup>th</sup>
  - iii. North by the present southern sidewalk of N 35<sup>th</sup>
  - iv. West by the eastern edge of the recycling/reuse building or
  - v. Southern parking retaining wall.
- d. The area of green space on the C2 property shall be at a minimum equal to 60% of the total lot area, counting the eastern half of the Carr PI right of way as part of the lot area.

J) **Main Transfer Station Tipping Building.** All garbage, any recycling delivered by a packer truck and organics handling and transfer shall be restricted to the main transfer station (tipping building) which is mostly in the IC zoned property.

*(Operations)* The tipping building shall have the following constraints:

- a. The maximum elevation of the building 75.5 ft (except that any solar energy collectors that may be installed at SPU's discretion in the future may exceed the elevation of the top of the present tipping building by 4'-0", or skylights which may extend up to 18" above the elevation limit).
- b. The roof of the tipping building will be sturdy enough to accommodate possible future solar energy collection panels that may be up to 4 ft high.
- c. This new tipping building elevation limit includes any equipment. If such equipment is installed on the roof, it must be within the prescribed elevation limit. (SPU may choose to place such equipment below the roof line on the side of the building, but equipment will not be placed on the north or east sides of the building). Rooftop features (excepting flagpoles and guardrails) may not extend above the height limit.
- d. The roof of the tipping building will be attractive (for example, it will not be the traditional cheap-looking silvery metallic paint or black asphalt roof.).
- e. The eastern edge of the tipping building shall be no closer than 360 feet to the property line on the west side of Woodlawn Avenue N.
- f. The northern edge of the tipping building shall be no closer than 65 feet to the property line on the south side of N 35th.

- g. Any vehicle entrances/exits on the north or east sides of the tipping building will have quick roll up/roll down doors designed for quiet operation and will have a baffle wall on their north, east or west sides and green (min. 2" growth medium) baffling roofs.
- h. Any drop off, transfer, handling, processing, and compacting of solid waste shall be conducted in a wholly enclosed structure.
- i. Mechanical vents will be located to direct and diffuse transmission of odors away from single family zones.
- j. Facility operating hours shall have the following limits:
  - i. Open for employees and equipment operation: 6:30am – 7:30 pm
  - ii. Open for contract collection companies: 7:00 am- 5:30 pm
  - iii. Station open to receive waste from all others: 8:00 am – 5:30 pm
  - iv. The station may be open for longer hours in the case of an emergency (e.g., removing debris from an earthquake, or serving contractor collection trucks if snow has delayed collection).
- k. The north side of the site shall have a 10 foot high sound/screen wall made of materials specified in Section (T). The setback of this wall will be a minimum of 5 feet from the property line on the western side, tapering to at least 20 feet toward the east before or at the IC/IB border. There will be a similar 10 foot screen wall (made with the materials specified in Section (T)) on the south side of the IC portion of the property, and it will be set back 5 feet to screen the neighborhood from the noise and activities on the site.
- l. SPU shall locate and design all walls, roof, doors and windows to ensure that noise standards are not exceeded. Major noise generators will not be located on the roof of the building nor on any walls facing or across the street from a single family zone
- m. SPU shall provide that the transfer of solid waste be in such a form that product handling and shipment does not constitute a public health risk.
- n. Truck and service traffic shall be directed away from residential streets. SPU transfer truck traffic will not drive on N.35<sup>th</sup> St to the east of the entrance/exit at the NW corner of the IC property unless the street segment between the entrance and Stone Way is closed by SDOT (e.g., for construction)
- o. Commercial noise limits as defined in the Seattle Noise Ordinance shall apply for the transfer station.

- p. Design for the station shall incorporate, as appropriate, some trees as part of the landscaping elements internal to the site. Trees will not be placed in areas that create operational or maintenance concerns.

**K) Lower Trailer Yard.** (The lower level trailer yard on the IC zoned property.)

- a. This yard shall be enclosed top and sides on the north and east sides of the tipping building.
- b. This yard shall be enclosed top and sides on the south side of the tipping building from the tipping building's eastern edge to a point no more than 205 feet east of the IC property's SW corner.

**L) Administration/Crew Building.** Admin/Crew building in the IC area will have a green roof (min. 2" growth medium). If this building is located all or in part in the area of the campus that is both east of the eastern edge of the new tipping building and west of the eastern edge of the eastern sidewalk of Ashworth Ave N, then these restrictions will apply:

- a. The building's roof elevation will be no greater than 72 feet.
- b. The building shall be no further north than 265 feet from the property boundary on the south side of N.35<sup>th</sup> St.

**M) Main Transfer Station, Accessory Structures and Green Space in the IB zoned property.**

- a. Conditionally allowed uses will include a transfer station up to 7000 SF, scales and scale houses for weighing transfer station customers up to 1,000 SF, driveways, retaining walls, perimeter fences, and noise-baffling lids over driveways.
- b. Mechanical equipment and major noise generators will not be located on the roof of any building nor on any walls facing or across the street from a single family zone in the IB.
- c. Outdoor storage shall be prohibited.
- d. Components listed in Section J also apply in the IB, except the minimum sound wall setback in the IB, will be 20 feet, as described below.
- e. There will be landscaped green space on the north portion of the IB(at least 10,000 SF), from the southern sidewalk of N 35 th to a point at least 20 feet from the property line on the south side of N 35 th . This green space will be close to level in a north/south direction (allowing for proper drainage). It will

slope to the west at the same rate as the present sidewalk on the south side of N 35<sup>th</sup> .

- f. Surface parking shall be prohibited in the landscaped green space setback.
- g. The northern edge of any scale house or scale house canopy will be no closer to the property line on the south of N 35<sup>th</sup> St. than 30 feet.
- h. The lane of driveway that is farthest north in the IB will have a cantilevered lid extending at least 5 feet over the lane to reduce noise transmission. This lid will extend from a point where the lane begins to change its trend from due north, toward the west, to a point to the west in the IB where the lid can no longer meet clearance requirements for the travel lane without being higher than 10 feet above the grade of the sidewalk immediately to the north on N 35<sup>th</sup>.

**O) Daily Cleanup and Maintenance of Area.** Effective with the opening of the rebuilt transfer station, daily clean up of litter and refuse on and surrounding the transfer station and recycling facility site will be undertaken by SPU. Monitoring of the presence of such litter and refuse will be done by SPU, but WCC may also draw to SPU's attention the presence of such materials.

**P) Air Quality and Odor, and Noise.** (This Section covers the entire operation including the tipping building and the recycling/reuse building unless otherwise specified.)

a.SPU shall:

i.Design, construct and operate the project to meet all applicable air quality requirements and regulations

ii. Construct the project in such a way to meet the requirements for fugitive dust in PSCAA Regulation I, Section 9.15.

iii. Design and operate the tipping building so that the air pressure internal to the building at each door (when open) and other openings will be less than the ambient air pressure.

iv. As it replaces loaders and like mobile, powered equipment in the future, it shall evaluate the replacement options in terms of reduced air pollutant emissions. SPU shall prefer reduced air pollution options to the extent feasible and practical.

v.During the design process, SPU shall investigate a range of means of controlling particulate matter in and from the tipping building and evaluate their cost and

efficacy. SPU shall share the results of its investigations with the WCC, confer with WCC, and then SPU shall select and implement the means of particulate control at its sole discretion. WCC can advocate for a particular course(s) of action without violating the terms of this agreement as long as they do not file formal appeals or challenges or file a lawsuit.

vi. Clear the tipping floor of garbage, yard waste and food waste by the end of the working day on at least 90% of the operating days per quarter.

vii.No waste will be stored outside on the site outside of the tipping building or the covered part of the trailer yard, even in an enclosed trailer. Should any trailer filled with putrescible material , parked under the tipping building or in the covered part of the trailer yard generate a distinct offensive order which can be noticed on the site, this trailer will be removed from the property promptly.

viii. Design, construct and operate the project so that there shall be no Level 2 odors documented by an official PSCAA representative, per the terms of PSCAA Regulation I. This will considered the project's "mandatory standard" for odor control. (*Design*) In addition, during the design process, SPU shall investigate the feasibility and cost of achieving the following alternative, more rigorous design standards :

1.A standard of no Level 1 (in PSCAA terminology) odors attributable to the facility, beyond the property line, except for one day per calendar quarter. For these purposes the Carr Place lot shall be considered to be "beyond the property line".

2.One or more standards of a stringency intermediate between the mandatory standard and the standard in (1), above.

3.SPU shall share the results of its investigations with the WCC, confer with WCC, and then SPU shall select and implement either the mandatory standard or a more stringent standard at its sole discretion.

b. SPU shall design, construct and operate the project such that it will meet the noise control requirements of SMC 25.08, and meet the following additional requirements

i. For the purposes of complying with SMC 25.08.410 all sounds originating from the facility south of N. 35<sup>th</sup> St. and received in a residential zone shall be treated as being a source in a commercial zone.

- ii. The time limits for an exemption for additional construction noise in SMC 25.08.425.A shall be from 7 am to 6 pm for all zones where a later time is allowed and 9 a.m. to 6 p.m. on weekends, unless otherwise mutually agreed between SPU and WCC. If there is an emergency construction need – for example to repair a pipe broken in the course of construction – construction may occur after 6:00 pm.
- iii. SPU shall request an analysis or analyses by its project designer and/or its general contractor on the following topics, before a design or construction specifications are completed:
  - The feasibility and cost implications of restricting the construction of the project from pursuing a variance from the Administrator under the terms of SMC 25.08.425C which would allow impact-type equipment to operate at a noise level above 99 dB(A) .
  - The feasibility and cost implications of restricting the construction of the project to maximum sound levels that are 7 dB(A) less than the levels allowed in SMC 25.08.425 B and C.
  - The feasibility and cost implications of meeting the commercial source / residential receptor noise standard at a point 15 feet east of the eastern edge of the recycling/reuse building.
  - SPU shall share the 3 analyses above with the WCC, confer with WCC, and then SPU shall decide whether or not to voluntarily adopt any or all of the three stricter standards, at its sole discretion. WCC can advocate for a particular course(s) of action without violating the terms of this agreement as long as they do not file formal appeals or challenges or file a lawsuit.
- iv. SPU shall require that its construction contractor and its own station operating equipment use modern back-up alarms that minimize the noise impact of such alarms consistent with meeting applicable safety regulations. SPU shall also require these same alarms for its collection contractor trucks no later than the end of its present collection contracts (2019-2021). SPU shall use its best efforts to reach agreement with its collection contractors to bring such alarms into use as early before the end of the present contracts as possible.
- v. SPU shall not apply for any variance from the provisions of SMC 25.08 for operation of the facility under the terms of SMC 25.08.640, 25.08.650, or 25.08.655. unless otherwise mutually agreed between SPU and WCC.

**Q) Traffic.** SPU will monitor and report to WCC annual total trips to and from NTS by vehicle type. SPU will ensure that the maximum projection of annual total of trips of the SEPA analysis entitled “ Re-Construction of the North Recycling and Disposal Station (NRDS). SEPA Environmental Checklist” dated 4/9/08 is not exceeded for the period covered by the analysis. SPU will not "import" waste from neighboring jurisdictions (other than during emergencies such as a fire at another jurisdiction’s transfer station).

**R) Monitoring.** Effective with the opening of the rebuilt transfer station, traffic, noise, clean up and other elements of this agreement will be monitored or cause to be monitored by SPU. Monitoring will include a release of traffic information to WCC at least quarterly and independent monitoring of noise with quarterly reports to WCC. Costs for all monitoring will be borne by SPU. Reports on compliance will be prepared once each quarter to capture seasonal changes. A compliance telephone/email contact will be provided by SPU with a 24 hour contact, and promise to respond within 24 hours by e-mail as to the action to be taken to respond to the complaint. The summary of any complaints received and corrective actions taken will be posted on a publicly accessible and user friendly web site that will be accessible from SPU’s NTS webpage along with the monitoring information. Odor will be monitored in the sense that odor complaints will be taken from the public via the telephone/email complaint, response, and reporting system mentioned above. Any odor complaints that Puget Sound Clean Air Agency receives about NTS and brings to SPU’s attention will be added by SPU to the quarterly odor complaint report. After 3 years, SPU and WCC will discuss the monitoring program, and if mutually agreeable, possibly reduce the frequency of reports or the type of parameters monitored.

**S) Community Amenities.** The following components will be supported by SPU and WCC as community benefits in exchange for the street vacation of Carr PI N, between N 34<sup>th</sup> and N 35<sup>th</sup>. (Street Vacation Ordinance):

- a. The green space described in Section I above (including the roof of any underground parking structure to the north of the reuse/recycling building) will be publicly accessible community open space. This open space shall be owned by SPU, accessible to the public and developed and maintained for public use. Public use of and access to the open space will be governed by SPU’s general open space policies, unless otherwise negotiated with WCC.
- b. The northern, eastern and southern walking perimeters around the IC/IB/C2 zoned parcels shall be an active and vibrant edge with a number of amenities to improve the pedestrian experience.

- c.SPU will provide amenities for public use within those areas identified in paragraphs a and b, directly above. The northeast area that is currently a parking lot may be raised in height to provide a level area with scenic views. All open space may include recreational elements and other elements attractive to the community. These amenities shall not include a skate park or off-leash dog areas.
- d.SPU and a community based stakeholder group (“Green Group”) will plan out the program for the open spaces and pedestrian amenities described above. . The design will treat all of these green spaces in a comprehensive, coordinated way. WCC will advise SPU on the makeup of the stakeholders group and will be represented on it.
- e.SPU will present the Green Group’s recommendations to the WCC and secure WCC approval of prior to commencing the street vacation process. If the conditions in the Street Vacation ordinance are materially different than those in this agreement, then the restrictions on WCC’s rights of action contained in the prior section shall not be binding on WCC. SPU will advocate for ordinance language to approval agencies consistent with this agreement if the street vacation condition language is materially changed from that in this agreement during the review process and the changes are unacceptable to the WCC. WCC’s approval role is to be construed as a means to advocate for implementation of the project components adopted in this agreement. It is not to be construed as a means by which WCC can unilaterally create additional requirements or project components beyond this agreement.
- f.SPU will fund the design, construction, and maintenance of these green spaces in accordance with the plan described above.
- g.There will be a viewing gallery of the tipping building, located in the admin/crew building, to educate visitors and schoolchildren about solid waste management and recycling.
- h.If approved by WCC in their review of the Green Group’s recommendation in Section (S)(e), above, SPU will request of SDOT that:
- i. appropriately landscaped curb bulbs and a suspended crosswalk sign be constructed for the crosswalk on the east and west sides of the intersection of N 34<sup>th</sup> and Woodlawn.
  - ii.one set of curb bulbs and a crosswalk be constructed to cross N35th St, west side of Woodlawn Ave N.

iii.SPU will fund these improvements.

iv.The construction of any curb bulbs and/or crosswalk signs and/or crosswalks will be subject to approval by SDOT.

i.SPU shall fund traffic circles or similar structures as and when approved by SDOT at N 36th and Interlake and N 36<sup>th</sup> and Woodlawn as mitigation for the present transfer station.(Not these are not to be included in the street vacation ordinance, as they are for mitigating existing impacts.)

## **T) Architectural Features**

a.SPU expects that the new NTS will have a high quality architectural appearance much better than that of either the existing building or a traditional industrial facility as described below.

### **b.Building Exterior Materials Requirements**

i. Highly visible exterior building walls, barriers and fences are defined as:

1. south façades visible from N 34<sup>th</sup> Street
2. north façades visible from North 35<sup>th</sup> Street
3. east facades visible from Woodlawn Avenue North
4. east and west façades visible from main driveway entry
5. west façade visible from the intersection of N 35<sup>th</sup> and Interlake Avenue North

ii. Materials for highly visible exterior walls, barriers and fences shall be primarily one or more of the following: Brick; Cast Stone (smaller pieces of pre cast concrete); Pre cast concrete utilizing course aggregate (greater than 1”); Natural stone; glass fiber reinforced concrete; CMU (concrete masonry units if split-faced or ground face and colored, scoring acceptable); Cast-in-place Concrete (with textured form liner finish, or with pattern of rustication, and painted, stains, or colored admixtures); and Ceramic Tiles.

iii. Materials that are not acceptable for highly visible exterior walls, barriers and fences include: Wood, composition or vinyl siding; Plain concrete or CMU; and Corrugated metal panels.

iv. Materials that may be used for accents, trim, canopies or fenestration, but that should not be the primary materials on highly visible walls, barriers and fences include: Plain concrete or CMU; Glass; Plastic or acrylic translucent panels; Metal panels; Painted steel structural elements.

c. Building Exterior Materials Parameters SPU shall consider the use of Primary exterior wall materials, barriers and fences (paragraph b) on other facades.

- d. Architectural Theme Elements: Incorporating a clear and distinguishable architectural theme that is included in all buildings' exterior walls, barriers and fence components, such as the use of repeated signature wall detail elements, parapets, roof elements.
- e. Scale Elements that break down the scale of the building facades:
  - i. Use of columns and other repetitive features, voids or protrusions that create rhythms in the facades.
  - ii. Use of building elements voids projections that create significant highlights or shadow.
  - iii. Horizontal and/or vertical modulation.
  - iv. Providing materials in dark or muted colors to help reduce the perceived size of the building.
  - v. Providing an interesting roof or parapet line.
  - vi. Providing facades with significant texture to mitigate the size of the facades
  - vii Articulating surfaces with fenestration.

**U. NTS fallback design option.** SPU and WCC both conditionally support the project components and amenities expressed above- However, it is recognized that there may be other parties that may seek to challenge, appeal or litigate the necessary regulatory approvals and other actions for the project. Also the necessary approvals may not be forthcoming, may be conditioned in ways that change the design components described in this agreement, or may be significantly delayed. If, in its judgment, SPU determines that the development of the preferred design has been significantly delayed, precluded or altered then SPU may choose to pursue an alternative design concept. If elements of the preferred design are significantly compromised by permit or approval processes or if alternatives are proposed by SPU, such alternatives may be disputed or additional alternatives in the same vein may be proposed and advocated by WCC without violating any sections of this agreement. If a fallback design concept is pursued that does not require the vacation of Carr Place N then the amenities in Section (S) above, will not be pursued.

SPU and WCC agree that any such fallback design would not be preferred from community, recycling/sustainability, and overall solid waste systems perspectives. Therefore both parties are committed to working together as outlined in this agreement to advance the preferred program component/amenity list. Both hope that their partnership will facilitate timely approval of the preferred design concept.

## **V. Communication.**

1. In addition to whatever other public/community involvement that SPU may implement in the coming phases of the project, SPU and WCC will participate in at least 2 face to face meetings per year to review the status of the project and of this agreement and to discuss any concerns. These meetings may be either at regularly scheduled WCC monthly board meetings, or at other occasions or venues, as chosen by the WCC. The timing, location, and WCC participants in these meetings will be the choice of the WCC, though the WCC will give reasonable notice to SPU of the meeting time and place and will give reasonable consideration to the availability of SPU's preferred representatives.
2. If concerns or issues about the project or the agreement arise between these meetings, the party with the concerns or issues shall initially raise them via e-mail or telephone with the other party's designated contact person. SPU will not initially raise any such concerns or issues with any other representative of WCC other than the designated contact person. Similarly, WCC will not initially raise any such concerns or issues with any other representative of the City other than SPU's designated contact person. Responses to inquiries or concerns by either party will be reasonably prompt.
3. The parties may negotiate mutually agreeable modifications to this agreement at any time.
4. SPU's contact person is:
  - Name:
  - E-mail:
  - Phone number:
5. SPU's backup contact (in the event of the unavailability of the primary contact) is:
  - Name:
  - E-mail:
  - Phone number:
6. WCC's contact person is:
  - Name:
  - E-mail:
  - Phone number:

7. WCC's backup contact (in the event of the unavailability of the primary contact) is:

Name:

E-mail:

Phone number:

8. Either party may change their primary or backup contact by so notifying the other party via e-mail.

Approved for Wallingford Community Council:

Date:

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Approved for Seattle Public Utilities:

Date:

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