

Letter of Intent

To Coordinate and Develop Future Memoranda of Understanding

between

City of Seattle Department of Planning and Development (DPD)
and

Seattle Public Utilities (SPU)

and

Washington State Department of Transportation (WSDOT)

To accomplish
Permitting and Construction of the Alaskan Way Viaduct and Seawall
Replacement Project

Comment [A1]: One letter for all City agencies including SCL or separate?

Comment [A2]: Include the seawall?

Whereas, the Alaskan Way Viaduct is in need of replacement due to age and previous damage by seismic events;

Whereas, WSDOT has committed funding to provide for environmental analysis and design work preparatory to replacing the facility;

Whereas, the Alaskan Way Viaduct is a facility constructed on City ROW

Comment [A3]: Need proper language re: City's relationship and responsibility for the viaduct (and seawall if we are including that here)

Whereas the Washington State Department of Transportation and the City of Seattle have previously agreed to coordinate to design and construct a replacement facility;

The signatory parties hereby agree to engage in continuing coordination to establish processes and procedures for obtaining appropriate permits to construct and operate a replacement facility.

In order to develop future MOU's to facilitate the permitting and construction of a replacement for the viaduct and seawall, the signatory parties of this Letter hereby agree to address the following issues:

1. Identify City staffing to streamline permitting processes for the project. This action will address numbers of staffing and provide specific staff names where possible, along with specific roles and responsibilities. This action will confirm whether one department will take the lead in issuing certain permits and which department that will be. This action will confirm how the City departments will coordinate internally to provide for as little delay as possible in the permitting process. This action will also confirm funding to be provided by each agency to provide staff for this effort.
2. Confirm the types of permits needed. This action will address any potential to combine permit applications or create specialized permits (such as project construction permits identified for Sound Transit projects).
3. Confirm when permit applications will be submitted. This action will identify whether applications will be submitted by contract, by geographic area, or other method of organization. This action will also address level of design detail the City will need in order to process applications and will confirm whether applications would be reviewed prior to completion of the SEPA process.
4. Confirm how applications will be submitted. This action will include identification of how applications will physically be submitted and will address potential for electronic processes; pre-application meeting needs, timing, and content;
5. Confirm how applications will be processed. This action will include identification of master agreements that may be entered into for particular types of permits (such as shoreline), use of performance standards-based permitting, and batching processes.
6. Confirm cost of permits and payment processes.
7. Confirm expectations of WSDOT's role in the event of permit appeals.
8. Confirm the on-going coordination mechanism that works best for all parties. This action will address whether and how to use the proposed Permit Forum or will establish an alternate process or processes. This action will also include confirmation of what types of project schedule

and design updates City permitting staff will want and need as the project proceeds.

9. Establish conflict resolution procedures for the permitting process. This item may include use of a third-party facilitator in the event that there is disagreement regarding things such as project impacts and necessary mitigation.
10. Identify all MOUs needed to memorialize agreements reached on the issues above – put this last.
11. Sandy – are there any specific issues that have come up or that need clarification with regard to whether the city has authority for specific activities (i.e. no grading permits in City ROW, etc)?
- 12.

Additional issues may be identified during future coordination processes. This Letter is not to be construed to limit discussion or resolution of issues not identified herein.

This Letter of Intent does not constitute an agreement by any of the parties to institute any procedure or process. This Letter does acknowledge the need for continuing coordination by the parties and is to serve as a basis for discussion regarding any future Memoranda of Understanding (MOU) needed to accomplish replacement of the Alaskan Way Viaduct and Seawall. It is

expected that the parties to this letter will negotiate in good faith to identify MOUs that may be required and to address the issues documented in this Letter in order to initiate and finalize any necessary MOUs.

The undersigned hereby agree to coordinate to