

# PORT OF SEATTLE COMMISSION MEETING AGENDA

## Port Commissioners

Jack Block, President  
Paul S. Friedlander  
Jim Wright  
Henry T. Simonson  
Henry M. Aronson

### REGULAR MEETING

Date: Tuesday, August 13, 1985

Time: 2:00 p.m.

Port Commission: 728-3034  
Agenda Information: 728-3210  
Recorded Information: 728-3222

Commission Chambers  
Pier 66, Bell Street Terminal  
P. O. Box 1209, Seattle, Wa. 98111

### ORDER OF BUSINESS

1. Call to Order and Approval of Minutes
2. Special Order of Business
3. Unanimous Consent Calendar\*
4. Aviation Items
5. Marine Items
6. General Business
7. New Business
8. Policy and Staff Briefings
9. Executive Session (if necessary)\*\*
10. Adjournment

1. CALL TO ORDER AND APPROVAL OF MINUTES

Minutes of Port Commission Regular Meeting of July 23, 1985.

2. SPECIAL ORDER OF BUSINESS

- a. Resolution No. 2972, First Reading. A resolution of the Port Commission of the Port of Seattle declaring August 13 the official commencement of the 1985 United Way Campaign for the Port of Seattle, the first time the Port has been chosen to be a "Pacesetter". Memo attached.
- b. Low Level Bridge - City Presentation.
- c. Resolution No. 2971, First and Second Reading. Pertaining to the redevelopment of Terminal 91, amending Resolution No. 2916, and adopting by reference the First Amendment to Terminal 91 Short Fill Redevelopment Agreement and the T-91 Noise Measurement Protocol. Memo attached.

\* Unless otherwise requested by a Port Commissioner all items under the Unanimous Consent Calendar will be considered as a single item.  
\*\* Following an Executive Session, the public meeting will be reconvened, and the Port Commission may consider items discussed in the Executive Session.

3. UNANIMOUS CONSENT CALENDAR

- a. Request for authorization for the Director of Accounting and Port Auditor to pay the outstanding obligations of salaries and claims against the Port for the period of June 1 through 30, 1985 and to cancel warrants outstanding one year or more to date of Commission Meeting per Resolution No. 2601. Memo attached.
- b. Request for approval of Tariff Memo No. 136 to authorize amendment to Port of Seattle Terminals Tariff No. 3, F.M.C.-T No. 4 to establish CFS rate for care, custody and control of containers, amend definition for non-waterfront facilities, and to establish provision for pickup of LCL Port of Seattle warehouse cargo and reduction to Rate per Container charge where the rate for CFS care, custody and control is also assessed. Memo attached.

4. AVIATION ITEMS

- a. Request for authorization to extend the taxicab moratorium and establish a directive on no transfer of Taxicab Permits, Sea-Tac International Airport. Memo attached.
- b. Request for execution of consent to First Amendment to sublease between Greater Highline Community Parks Board and North Sea-Tac Park Equestrian Association, Sea-Tac International Airport. Memo attached.
- c. Request for authorization to amend Sea-Tac International Airport Tariff No. 1 to establish a schedule of monthly public parking fees effective August 13, 1985. Memo attached.
- d. Request for execution of a License Agreement between the Port of Seattle and the Greater Highline Community Parks Board for the siting of the Morasch House on Port property at Sea-Tac International Airport. Memo attached.
- e. Request for authorization to accept Contract No. 820-0332, South Satellite B.I.T.S.-Station 16 Relocation, Sea-Tac International Airport. Memo attached.
- f. Request for execution of Eighth Amendment to Concession Agreement L-774 with Host International, Inc. at Sea-Tac International Airport. Memo attached.

5. MARINE ITEMS

- a. Request for execution of First Amendment to Lease No. L-1469 with Flex-Van Container Chassis at Terminal 115. Memo attached.
- b. Request for approval of Tariff Memo No. 135 to authorize amendment to Port of Seattle Terminals Tariff No. 3, F.M.C.-T No. 4 to increase rates for Temporary Non-Preferential Assignment, Wharfage and Dockage. Memo attached.
- c. Request for authorization to accept Contract No. 820-0311, Warehouse No. 1, Bays 3, 4, 5 Roof Replacement. Memo attached. (T-106)

6. GENERAL BUSINESS

- a. 1984 Equal Employment Review. Memo attached.
- b. Request for authorization for the Executive Director to execute a revised Supplemental Agreement to the Agreement between Port of Seattle and the International Longshoremen's and Warehousemen's Union, Local #9. Memo attached.
- c. Request for authorization for Commission travel. Memo attached.

7. NEW BUSINESS

8. POLICY AND STAFF BRIEFINGS\*\*\*

Items may be placed on the agenda which will be distributed at the meeting.

9. EXECUTIVE SESSION

10. ADJOURNMENT

Date of next regular Port Commission Meeting:

August 27, 1985, 2:00 p.m.

\*\*\* Ordinarily Policy and Staff Briefing Items are held over to the next informal Work Session. Work Sessions may be held at 2:00 p.m. on the Thursday before each regular meeting.

PORT OF SEATTLE  
**MEMORANDUM**

DATE August 6, 1985

TO Port of Seattle Commission

FROM James D. Dwyer, Executive Director

SUBJECT Resolution No. 2972, First Reading. A RESOLUTION of the Port Commission of the Port of Seattle declaring August 13 the official commencement of the 1985 United Way Campaign for the Port of Seattle, the first time the Port has been chosen to be a "Pacesetter."

ITEM NO. 2A

DATE OF MEETING 8/13/85

It is requested that the Port Commission adopt Resolution No. 2972 which acknowledges the Port's vital role in the King County United Way campaign for 1985.

As a "Pacesetter," the Port has set a goal for employee contributions of \$33,000, a 12% increase over 1984, to be achieved in late August, a week ahead of other United Way contributing organizations in King County.

This resolution will assist in achieving this ambitious goal, and in informing the King County community of the Port's intentions in the area of social concerns.

MP/4443x



RESOLUTION NO. 2972

A RESOLUTION of the Port Commission of the Port of Seattle declaring August 13 the official commencement of the 1985 United Way Campaign for the Port of Seattle, the first time the Port has been chosen to be a "Pacesetter."

WHEREAS, the Port of Seattle is a leadership organization in international trade and within King County's business community, especially regarding economic development;

WHEREAS, the Port is, therefore, rightly concerned with the social welfare of all King County citizens;

WHEREAS, the welfare of some of those citizens is seriously jeopardized by federal budget cutbacks for social programs;

WHEREAS, Seattle ranks number 1 in the nation for teenage suicides.

WHEREAS, child abuse in King County has reached the crisis stage, with referrals up 83% in three years;

WHEREAS, emergency assistance shortages are severe with requests for food, clothing and shelter up 426% over the past two years;

WHEREAS, United Way is in the front lines battling these and other social concerns through its extensive human, administrative and financial resources made available to over 100 separate agencies;

WHEREAS, the Port of Seattle has been chosen, for the first time, to be a "Pacesetter" for the County-wide United Way Campaign, and the Port employee United Way Steering Committee has established a funding goal of \$33,000, a 12% increase over last year, and will report its contribution a week ahead of other United Way contributing organizations in King County, thus fulfilling the Port's mission as a "Pacesetter."

NOW, THEREFORE, BE IT RESOLVED THAT August 13 shall be the official commencement of the 1985 United Way Campaign for the Port of Seattle.

BE IT FURTHER RESOLVED THAT this Resolution be included in the official minutes of the Port of Seattle Commission.

ADOPTED by the Port Commission of the Port of Seattle at a regular meeting held this 13th day of August, 1985 and duly authenticated in open session with the signatures of the Commissioners voting in favor thereof and the seal of the Commission.

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(Port Commission)

PORT OF SEATTLE  
MEMORANDUM

COMMISSION AGENDA

ITEM NO. 2c

DATE August 1, 1985

DATE OF MEETING 08/13/85

TO James D. Dwyer, Executive Director

FROM Lynn Taylor, Director, Harbor Development and Relations

SUBJECT Resolution No. 2971--First and Second Reading Pertaining to the Redevelopment of Terminal 91, Amending Resolution No. 2916, and Adopting by Reference the First Amendment to Terminal 91 Short Fill Redevelopment Agreement and the T-91 Noise Measurement Protocol

The Director of Harbor Development and Relations requests First and Second Readings and final passage of Resolution No. 2971, which adopts by reference the First Amendment to the Terminal 91 (T-91) Short Fill Redevelopment Agreement. By adopting this resolution, the Commission will change certain traffic trigger levels and noise limits from the original agreement, authorize the Executive Director to execute and later amend as necessary a Noise Measurement Protocol, and make minor housekeeping changes to the Agreement.

BACKGROUND

The T-91 Short Fill Redevelopment Agreement was signed by the Port and the Magnolia and Queen Anne community organizations in October, 1983. This binding agreement resolved issues in dispute regarding the "short fill" phase of redevelopment, particularly mitigation of adverse impacts. In exchange for the Port's implementation of specific mitigation efforts for noise, traffic, lighting and the aesthetics of the terminal, the community organizations agreed to dismiss their lawsuit against the Port respecting short fill redevelopment and not to oppose permits for short fill redevelopment.

James D. Dwyer, Executive Director  
August 1, 1985  
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The T-91 Agreement establishes noise limit levels consistent with the Seattle Noise Ordinance for equipment operating on the terminal and trigger levels for non-construction traffic generated at the terminal. If these levels are exceeded, mitigating action is required. As part of its commitments under the T-91 Agreement, the Port has regularly conducted noise and traffic monitoring at and around Terminal 91 to verify that operations are within the established levels. While the monitoring has confirmed earlier conclusions that Terminal 91 contributes little to the noise and traffic environment in the area, some noise and traffic levels established in the Agreement were violated during monitoring sessions.

Over the last year, the Port made several attempts to quiet equipment that did not comply with Agreement standards. In addition, per the Agreement and with the concurrence of the Neighbor's Advisory Committee (NAC), traffic and noise consultants were hired to analyze why Agreement levels were exceeded.

#### RECOMMENDATIONS

All recommended changes have now been approved by the Magnolia Community Club and the Queen Anne Community Council and need only Port Commission approval to become final.

#### Traffic

In the area of traffic, it was concluded that Agreement levels were exceeded not because of T-91 generated traffic, but rather because of increased community traffic. For this reason, the consultant, Centrac Associates, recommended that the Agreement be amended to reflect more appropriate levels. The Port and NAC unanimously agreed that the recommendations were reasonable and should be submitted to the Commission and Community Councils for approval.

#### Noise

In the area of noise, the consultant, Ted Schultz, concluded that forklift noise limit violations were caused by errors in setting the original limits and vague, unreliable noise measurement standards. Recommendations were made for standardizing the measurement process and correcting the errors made in setting Agreement limits. After substantial discussion at NAC, led by the independent chair Richard Elmore, the committee approved a series of changes to the Agreement. They also approved a new Noise Protocol which sets forth detailed noise measurement procedures. Pursuant to the amendment the Port Commission authorizes the Port Executive Director to sign any future amendments to the Protocol. The Chair of NAC is authorized to sign for NAC.

James D. Dwyer, Executive Director  
August 1, 1985  
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The Port and NAC are continuing to assess other noise sections of the Agreement pertaining to unanticipated equipment to determine whether additional "fine tuning" of the Agreement is needed. Both the Port and NAC agree some further changes may be necessary; however, additional data is required first. Port staff and a NAC subcommittee are now working on this issue. Thus, additional changes may be presented to the Commission for approval in the fall.

Other Housekeeping Amendments

The Port and NAC considered this an appropriate time to make several housekeeping amendments to the T-91 Agreement. The first involves deleting the Director of Planning and Research as a named Port representative to NAC, reflecting the recent reorganization changes. Instead, pursuant to the Amendment, the Port Commission authorizes the Port Executive Director to name Port representatives to NAC and a principal Port representative. The second change to the T-91 Agreement defines a NAC quorum, considered fundamental to NAC operations.

SUMMARY

We are very pleased with the cooperative spirit that prevailed during resolution of these issues, particularly the forklift noise question, and believe it is indicative of the continued positive relations between the Port and neighboring Queen Anne and Magnolia communities.

sh/6185p  
Attachments

cc: Dinsmore





RESOLUTION NO. 2971

A RESOLUTION of the Port Commission of the Port of Seattle, King County, Washington, pertaining to the redevelopment of Terminal 91, amending Resolution No. 2916 and adopting by reference the FIRST AMENDMENT TO TERMINAL 91 SHORT FILL REDEVELOPMENT AGREEMENT and the T-91 NOISE MEASUREMENT PROTOCOL.

WHEREAS, the Port of Seattle ("the Port") at its October 11, 1983 meeting, adopted Resolution No. 2916, which resolution adopted by reference as an amendment the SHORT FILL REDEVELOPMENT AGREEMENT between the Port, the Magnolia Community Club and the Queen Anne Community Council ("the Agreement"); and

WHEREAS, the parties to the SHORT FILL REDEVELOPMENT AGREEMENT have decided to change certain provisions of the said agreement concerning noise monitoring and control and traffic; and

WHEREAS, attached to this resolution is a copy the FIRST AMENDMENT TO TERMINAL 91 SHORT FILL REDEVELOPMENT AGREEMENT ("the Amendment") embodying such changes; and

WHEREAS, pursuant to the Amendment, the Neighbors Advisory Committee ("NAC") and the Port shall enter into a T-91 NOISE MEASUREMENT PROTOCOL ("the Protocol") setting forth certain detailed noise monitoring procedures; and

WHEREAS, the Port Commission hereby delegates to the Executive Director the power to execute the Protocol and any amendments thereto; and

WHEREAS, due to internal Port reorganization, the Agreement should be amended to delete the Director of Planning and Research as a named Port representative to NAC, and insert that the Executive Director of the Port shall appoint a principal representative and other Port representatives; and

WHEREAS, adoption of this resolution, the Amendment and the Protocol is in furtherance of the objective of this Commission to work in good faith with representatives of the Magnolia and Queen Anne communities to jointly solve Terminal 91 related issues;

NOW, THEREFORE, BE IT RESOLVED by the Port Commission of the Port of Seattle as follows:

Section 1. Adoption of Amendment and Protocol:

1. The FIRST AMENDMENT TO TERMINAL 91 SHORT FILL REDEVELOPMENT AGREEMENT, in the form which is attached hereto, is hereby adopted by reference as an amendment to Resolution No. 2916.
2. The Executive Director is authorized to execute the T-91 NOISE MEASUREMENT PROTOCOL, in the form which is attached hereto, and, from time to time, any amendments thereto without further reference to this Commission.
3. The Executive Director is authorized to appoint from time to time Port representatives to NAC, in accordance with the FIRST AMENDMENT TO TERMINAL 91 SHORT FILL REDEVELOPMENT AGREEMENT.

ADOPTED by the Port Commission of the Port of Seattle at a regular meeting held this \_\_\_\_\_ day of \_\_\_\_\_, 1985 and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the Seal of the Commission.

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Port Commissioners

Attachment to Resolution No. 2971

FIRST AMENDMENT TO TERMINAL 91  
SHORT FILL REDEVELOPMENT AGREEMENT

This First Amendment ("the Amendment") to the Terminal 91 Short Fill Redevelopment Agreement ("the Agreement") is entered into by the Port of Seattle, a municipal corporation ("the Port"), the Magnolia Community Club and the Queen Anne Community Council (collectively referred to as "the Communities").

RECITALS

1. Section D of the Agreement, entitled "Noise," contains noise monitoring and control provisions for Terminal 91. Based upon the parties experience in implementing the noise provisions of the Agreement, the parties desire to make certain changes in Section D.

2. One of the changes desired by the parties is to set forth noise monitoring procedures in a separate document called the T-91 Noise Measurement Protocol ("the Protocol"). The parties desire to be able to amend the Protocol from time to time upon the agreement of the Neighbors Advisory Committee and the Port, without requiring further amendment of this Agreement.

3. Section F of the Agreement deals with vehicular traffic. Traffic at certain intersections monitored under the Agreement has increased, but T-91 traffic is not a significant contributor to the level of service observed at any intersection. The parties desire to change certain level of service "trigger

levels" in the Agreement to reflect current traffic levels.

4. Due to internal Port reorganization, the Agreement should be amended to identify the Port's principal Neighbors Advisory Committee representative.

BASED UPON THE FOREGOING RECITALS, AND FOR GOOD AND VALUABLE CONSIDERATION, IT IS AGREED AS FOLLOWS:

1. Section D of the Agreement, entitled "Noise", is deleted in its entirety.

2. A new Section D, in the form attached hereto as Exhibit A, is substituted therefore.

3. Section F of the Agreement, entitled "Traffic," is hereby amended as follows: in subsection 2, at page 39, delete the table under the heading "intersections" and insert the following table therefor:

| <u>Intersection</u>       | <u>Trigger Level</u> |
|---------------------------|----------------------|
| Elliott and Galer         | LOS E                |
| Elliott/15th and Garfield | LOS C                |
| 15th and Dravus           | LOS D                |
| 20th and Dravus           | LOS D                |
| W. Mercer Place & Elliott | LOS E                |

4. Section B of the Agreement, entitled "Neighbors Advisory Committee and Dispute Resolution," is hereby amended as follows:

A. In subsection 5, the second sentence is deleted and replaced by the following:

"The Port's Executive Director shall designate four (4) non-voting representatives to attend NAC meetings. One such representative shall be designated as the Port's principal representative and shall be a Director or its equivalent."

B. In subsection 7, a new paragraph (f) is added as follows:

"(f) NAC may not take action unless there is a quorum present at a NAC meeting. A quorum shall consist of two (2) representatives of the Magnolia Community Club and two (2) representatives of the Queen Anne Community Council."

C. In subsection 8(b), the first sentence is deleted and replaced by the following:

"(b) In the event NAC determines by a majority vote of all NAC members, whether present or not, that the Port has violated the terms of this Agreement or that there is a substantial unresolved issue arising out of this Agreement, a report of such dispute shall be made either orally or in writing by the NAC Chairperson to the Port Commission."

5. Except as expressly modified herein, the Agreement remains unchanged and in full force and effect.

6. The parties may, for their convenience, prepare a revised version of the Agreement containing these amendments. The title page of the Agreement may read as follows: "SHORT FILL REDEVELOPMENT AGREEMENT, as amended (1985)."

IN WITNESS WHEREOF, the parties have executed this document on the dates below indicated.

PORT OF SEATTLE

By \_\_\_\_\_  
Jack C. Block, President  
Port Commission of the  
Port of Seattle

Date \_\_\_\_\_

MAGNOLIA COMMUNITY CLUB

By \_\_\_\_\_

Date \_\_\_\_\_

QUEEN ANNE COMMUNITY COUNCIL

By \_\_\_\_\_

Date \_\_\_\_\_

EXHIBIT "A"

To First Amendment to Terminal 91  
Short Fill Redevelopment Agreement

D. NOISE

1. Terminal 91 shall be redeveloped in a way to minimize unnecessary noise impacts on neighboring residents. Although the noise studies conducted pursuant to these negotiations indicate that Terminal 91 currently contributes a minimal amount to the total noise environment, this Agreement is intended to monitor the noise environment closely and to establish preventative measures to protect the Communities from unwarranted noise caused by future operations. Such measures include:

(a) monitoring the equipment used at Terminal 91 on site and from the Communities;

(b) establishing specific noise limits for Terminal 91 noise sources;

(c) creating a complaint procedure for community residents to employ for noise problems; and

(d) taking acoustics into consideration while designing redevelopment plans.

2. In the redevelopment process, the Port shall consider acoustical aspects of the project. The Port shall also develop and seek the advisory comment of NAC on a program to review systematically the relevant, existing stationary sources which generate noise on the Terminal, including identifying feasible means, if any, to muffle or control such noise sources. The Port will implement noise control measures to the extent those measures do not significantly increase redevelopment costs or impair port operations.

3. The parties have cooperated in the selection of Mr. Theodore J. Schultz as a special noise consultant for Terminal 91. Mr. Schultz has reviewed existing noise studies, conducted noise monitoring and performed noise experiments. Mr. Schultz has written two reports: TERMINAL 91 NOISE PRACTICES AND PROCEDURES STUDY and T-91 NOISE REVIEW. The parties have reviewed Mr. Schultz's reports and also made their own independent evaluation of how to control T-91 noise. Based upon that process, the parties agree as follows:

(a) Existing noise sources which predominate in the Communities do not originate at Terminal 91 but come from such sources as aircraft flyovers, traffic, operations at Burlington Northern and community sources.



(b) The abundance of other noise sources makes it difficult to measure the contribution of noise from Terminal 91 to the total noise environment by actual monitoring in the Communities.

(c) It is nevertheless important to monitor noise at Terminal 91 to insure that it does not become a problem in the Communities. Accordingly, the parties have established certain noise measurement procedures for T-91 noise sources in a document called the T-91 NOISE MEASUREMENT PROTOCOL ("the Protocol"). The parties agree to use the noise measurement procedures as now or hereafter set forth in the Protocol to determine whether noise generated by T-91 equipment is in compliance with this Agreement. The Protocol may be amended, from time to time, by agreement between NAC and the Port, without amending this Agreement.

(i) Based upon Mr. Schultz's reports, the parties have developed for typical conditions A-Weighted Sound Level Limits ( $L_A$  at 50 ft) ("noise limits") for various pieces of equipment likely to be used at Terminal 91, including unanticipated items. The parties expect that adherence to the noise limits should assure that the City of Seattle Noise Ordinance is not violated.

(ii) The noise limits are as follows:



above. They are: short term/portable equipment; additional equipment at the Terminal; and non-construction sources exempt from City Ordinance.

(a) Short term/portable equipment (such as non-construction pumps, compressors, generators, and other non-permanent equipment). This equipment must comply with the noise limits for Unanticipated Items given in paragraph 3(c) (ii) above, except as provided in the next sentence. If an individual piece of such equipment operates on the Terminal for more than four (4) consecutive days, the Port shall either: (i) lower the noise limit for that piece of equipment to 80 day-time/70 nighttime; or (ii) immediately notify NAC of the reasons said lower limits are not appropriate, and establish appropriate noise limits for that item of equipment in discussion with NAC.

(b) Additional equipment. The Port will inform NAC of new or additional equipment, with a potential for creating more than 65 dBA ( $L_A$  at 50 ft), to be used at the Terminal. The Port will establish noise limits for such equipment in consultation with NAC. Whenever such a noise limit has not been established, the new equipment shall comply with the noise limits for Unanticipated Items given in paragraph 3(c) (ii).

(c) Exempt non-construction sources. The Port shall use its best efforts to insure that the noise of

non-construction sources exempt from City Ordinance does not exceed the noise limits for Unanticipated Items given in paragraph 3(c)(ii) above, but the Communities acknowledge that compliance cannot be guaranteed at all times.

(iv) The Port shall insure that the noise limits are not exceeded. In furtherance of this goal, the Port shall:

(a) not operate or permit to be operated any equipment exceeding the noise limits;

(b) by January 15, 1984, monitor equipment in use at the facility to see that the noise limits are met;

(c) every six months, remonitor any equipment which in the past has exceeded 70 dBA to see that it does not exceed the noise limits, except that it shall not be necessary to remonitor forklifts having a capacity of 18,000 lbs or less more often than once a year;

(d) monitor every new type of equipment as soon as possible, but not later than six (6) months after its arrival at the Terminal;

(e) use its best efforts to do spot monitoring if requested by NAC for particular problems or if a piece of equipment appears to be unusually noisy; and

(f) consider the replacement or phase-in of electric forklifts, based on discussion with NAC, to the extent economically and operationally feasible.

4. In an effort to keep track of the overall noise impact from the Terminal, the Port shall keep an accounting of the total overall noise-making capability of the Terminal 91 operations, by means of a Noise Index ("the Noise Index") that includes the aggregate of all of the equipment as measured at the Terminal. The Noise Index is defined as the A-weighted sound level (in bels) that would be observed at a distance of 50 feet if all of the Terminal's equipment were to operate at the same location simultaneously. The method for determining the Noise Index is set forth in the Protocol.

(a) The parties acknowledge that the Noise Index is not, by itself, an indication of the actual noise received by the Communities. The parties shall nevertheless use the Noise Index as a "trigger" level to investigate noise impacts further.

(b) The Noise Index shall be updated every six

months; the method for determining the "base index" is set forth in the Protocol.

(c) In the event that a future Noise Index exceeds the base index by 0.25 bels, the parties shall retain a qualified acoustical consultant under the procedures set forth in Section B, paragraph 8(c)(ii). The consultant's report shall be in two phases:

(i) Phase I. Does the increase in the Noise Index result, in fact, in greater noise impact in the Communities and create an apparent noise problem for the Communities? If not, the increased Noise Index shall become the new Base Index.

(ii) Phase II. If the impact is greater and results in an apparent noise problem for the Communities, what action can the Port take to mitigate the problem?

5. In addition to the above, the Port shall conduct monitoring in the Communities every six months to identify noise sources and to serve as an early warning system to see if the noise environment is changing. Such monitoring shall be performed for one night, in each community, when Terminal 91 operations are being conducted, at locations selected by the Port with the concurrence of NAC. Monitoring shall be performed at one location on Queen Anne and one location on Magnolia. Observers

from NAC shall be invited to participate in the monitoring. The monitoring shall consist of the use of a sound level meter with an observer who shall record sound "peaks" and note intrusive noise events, including the sound level and source, where possible. The results of the monitoring shall be presented to NAC.

6. The Port shall at all times adhere to provisions of the City of Seattle Noise Ordinance, as now exists or as hereafter amended, and any other applicable ordinance, regulation, or law. If there is a dispute over compliance with such ordinance, regulation, law, or any other provision of this Section, the parties shall, as with other disputes under this Agreement, complete the dispute resolution process contained in Section B, paragraph 8 prior to instituting any suit allowed under Section K.

7. The Port shall maintain a twenty-four (24) hour noise complaint monitoring system for Terminal 91. The system shall include the following elements:

(a) There shall be a 24 hour telephone line dedicated to noise complaints. The telephone number shall be advertised in the Communities on a periodic basis.

(b) There shall at all times be designated a Port employee to act as a duty officer for Terminal 91 noise problems.

The duty officer shall be vested with authority to cure sudden or unanticipated noise problems on a prompt basis.

(c) Upon receipt of a complaint, the Port shall record time, date, name, address, phone number of the caller, and the nature of the noise and its apparent location.

(d) If the complained of noise appears to originate off the Terminal, the caller will be so advised.

(e) If the complained of noise appears to originate on the Terminal, the Port will promptly investigate the complaint. If the problem appears to be one which does affect the Communities and which can be resolved, the Port shall do so. The Port shall make every effort to identify and cure such problems within two (2) hours. The caller shall be advised by telephone or in writing of the action taken by the Port.

(f) The Port shall regularly report to NAC on noise complaints received and responses made thereto.

(g) If there are repeated complaints about a particular source or activity on the Terminal and NAC decides by majority vote that the Port has taken insufficient action to cure the problem, then a qualified acoustical consultant shall be



retained under the procedure set forth in Section B, paragraph 8(c) (ii).

8. The following conditions govern construction noise:

(a) Construction/demolition work shall be limited to 7:00 a.m. to 8:00 p.m. Monday through Friday. No weekend work shall be performed except with the approval of the Project Engineer and then only from 9:00 a.m. to 6:00 p.m. The Port shall notify NAC in advance of any such work.

(b) All contractors will be advised that control and reduction of noise impacts is of particular importance at Terminal 91.

(c) All construction contracts shall contain the following provisions:

(i) gas/diesel engines shall be equipped with mufflers;

(ii) air compressors shall be equipped with silencing packages;

(iii) jack hammers shall have silencers on their air outlets;

(iv) electrically driven equipment shall be preferred over gas/diesel driven equipment, when feasible.

(v) the contractor shall use its best efforts to employ the quietest feasible pile drivers consistent with construction practices; and

(d) Sounds created by impact types of construction equipment, including but not limited to, pavement breakers, pile drivers, jack hammers, sand blasting tools, or any other types of equipment or device that creates impulse noise, impact noise, or is used as impact equipment, may exceed the maximum permissible levels of the Seattle Code in any one-hour period between the hours of 8:00 a.m. to 5:00 p.m. on weekdays. Construction operations are prohibited on weekends except under special dispensation. The noise levels are to be measured at the Terminal property line or at 50 ft distance from the equipment, whichever is greater, and may not exceed the following schedule of noise levels:

The basic permissible level is  $L_{eq} = 90\text{dBA}$  continuous for one hour.

Alternative allowances are permitted as follows:

$L_{eq}$  = 93 dBA for 30 minutes;

$L_{eq}$  = 96 dBA for 15 minutes;

$L_{eq}$  = 99 dBA for 7.5 minutes.

Sound levels that exceed 99 dBA are prohibited.

For the purpose of monitoring the requirements of this clause, the values of  $L_{eq}$  may be measured for periods at least one minute in duration and these values may be used to project the hourly  $L_{eq}$ . (The preceding language is taken from the draft City Noise Ordinance. The Port agrees to abide by these or the adopted limits, whichever are more stringent.)

9. For items whose noise in the Communities does not exceed the City Ordinance, but which nevertheless give rise to repeated complaints in the Communities, the Port will take under consideration special noise control measures on a one-by-one basis, as recommended in Section 7 of the Schultz TERMINAL 91 NOISE PRACTICES AND PROCEDURES STUDY (for example, for occasional steel or "frequent visitors" like the Rose Marie oiler barge).

10. By September 1, 1987, NAC and the Port shall begin a joint review of T-91 noise issues. The purpose of the review is to determine whether there has been a significant increase in T-91 noise impacts in the communities, to examine the history of T-91 noise complaints and to evaluate whether the noise control provisions of this Agreement should be modified. The parties do not envision that it is necessary to retain a noise consultant as part of that review but may do so if all parties agree.

Attachment to Resolution No. 2971

T-91 NOISE MEASUREMENT PROTOCOL

This T-91 Noise Measurement Protocol ("the Protocol") is entered into between the Neighbors Advisory Committee ("NAC") and the Port of Seattle, a municipal corporation ("the Port").

RECITALS

1. The Port, the Magnolia Community Club and the Queen Anne Community Council are parties to the Terminal 91 Short Fill Redevelopment Agreement ("the Agreement"). The Magnolia Community Club and the Queen Anne Community Council participate in the Neighbors Advisory Committee ("NAC"), which oversees implementation of the Agreement.

2. The Agreement contains noise monitoring and control requirements pertaining to Terminal 91.

3. The purpose of the Protocol is to set forth details about noise monitoring and control procedures needed to implement the Agreement. NAC and the Port may also, from time to time, clarify points of implementation under the Agreement by setting forth such items in the Protocol.

BASED UPON THE FOREGOING RECITALS, AND FOR GOOD AND VALUABLE CONSIDERATION, IT IS AGREED AS FOLLOWS:

I. General

All references to noise measurements, noise monitoring, or noise limits in the Agreement refer to the noise level as measured under the procedures and standards contained in this Protocol.

II. Instrumentation and Basic Procedures

A. The sound level meter shall satisfy Type 1 or S1A requirements of ANSI S1.4-1971 and subsequent revisions of that standard. All measurements will be made with the A-weighting network selected.

B. Measurements shall generally be made at a distance of 50 feet from the centerline of the subject equipment. If the equipment is enclosed by a building, structure, or barrier, the measurement will be made from the outside of the structure and far enough away from the structure to avoid a localized noise shadow. The reported noise level should be the noise level of the equipment as reduced by any building, structure, or barrier. If measurements cannot be made at exactly 50 feet from the equipment then measurements may be made at a distance from 25 to

150 feet from the subject equipment and the result adjusted to the equivalent value for 50 feet using the appropriate equation for attenuation due to divergence from a point or line source (-6 dB per doubling of distance for a point source).

C. The microphone will be located 4 feet above the ground and oriented according to its operating instructions for measuring sound with a known source direction in a free field.

D. A suitable measurement site should consist of a flat open space free of large reflecting surfaces, such as parked vehicles, signboards, buildings, or hillsides located within 100 feet of either the subject equipment or the microphone. The area should be surfaced with concrete, asphalt, or similar hard non-porous material and should be free of sound-absorbing materials. There should be no bystanders in the test area. The operator of the meter will make every effort to locate a measurement location that best meets these criteria.

E. The ambient sound level, including wind effects, coming from sources other than the equipment being measured shall be at least 10 dB lower than the level of the tested equipment.

### III. Measurement Methods for Forklifts

A. For the purposes of investigating a noise complaint, the duty officer will measure the suspect forklift as it is normally operating.

Measurements should be made from one or more points located 50 feet from the forklift's path. The highest A-weighted reading (slow response) will be reported.

B. For other measurements of Forklifts, the following Racetrack procedure will be used:

1. The forklift test course will be established on a straight line between two points 50 feet apart. The microphone position is 50 feet from the mid-point of the course on a perpendicular to the course centerline.

2. The equivalent A-weighted noise level is measured (integrated) during the sequence of forklift operations detailed in sections 3 through 7 below. The forklift operator should carry out these operations without interruption and should be directed to execute the process at a speed representative of actual forklift operations.

3. The starting position of the forklift is at the



left end-point of the course as seen from the microphone position with forks pointing towards the microphone side of the course (forklift centerline at a right angle to the course centerline). The left end-point is on the forklift's right side (the forklift is on the inside of the point). A test load of more than 50% of the forklift capacity should be on the forks, resting on the ground. The forklift should be idling.

4. On a signal from the meter operator indicating that the operator has started the integration, the forklift driver shall lift the load at least two feet above the ground, turn clockwise (to the right) around the left end point and carry the load to the other end of the path, driving near the centerline of the course.

5. On reaching the right end-point of the course (as seen from the microphone position) the operator will turn 90 degrees clockwise (to the right and outside of the point) so that the forks point towards the microphone side of the course, stop, and lower the load to the ground.

6. The driver will immediately raise the load again, turn clockwise 90 degrees (right around the point) and drive with the load back to the left end-point, driving near the centerline.

7. On reaching the left end-point, the driver will turn 90 degrees clockwise (to the right around the outside of the point) so that the forks point away from the microphone side of the course, stop, lower the load to the ground, and allow the forklift to idle.

8. At this point the meter operator shall terminate the integration procedure and record the A-weighted Leq in dB and the elapsed time for the run.

C. For a regular measurement of a forklift (when it is new to the terminal or at the appropriate 6 or 12 month interval) the noise level of a forklift will be the numerical average of three runs through the racetrack procedure described in Section III.B.

D. In the following situations the noise level of a forklift will be determined by running a "Bad Actor" analysis which is defined to consist of the numeric average of 9 runs through the racetrack procedure using three different drivers.

1. When the noise level of a forklift as determined in III.C. exceeds the applicable noise limit;

2. When a forklift is the subject of noise complaints on three different days between routine measurements (6 or 12 months depending on the weight class).

#### IV. Other Noise Sources

For noise sources other than forklifts, the measurement will be made while the equipment being tested is operating at its normal load. The objective is to obtain the loudest noise output that would routinely occur during normal operations. The measurement reported shall be a 10-30 second A-weighted Leq (integrated equivalent noise level) in dB except that a duty officer investigating a noise complaint may report the maximum A-weighted slow response reading observed.

Measurement will be made on the side of the subject equipment which is loudest. However, when a barrier or housing is present which does not totally surround the equipment but is meant to shield the communities, the measurement should be made from a point on a line of sight from the communities. The operator of the meter will exercise judgment to locate and measure the greatest noise level that may propagate to the communities.

#### V. Noise Index

The Noise Index is an index of the total inventory of noise producing equipment on the terminal. Equipment on the terminal is surveyed and the noise index calculated every six months, in January and in July. For each noise index survey, every piece of

equipment on the terminal that has a noise level at or above 70 dB(A) will be measured except for forklifts that have a load capacity of 18,000 pounds or less. Such forklifts must be measured when they first come on the terminal and every 12 months thereafter (every other noise index survey). Their last measured noise level will be used for the intermediate (6 month) noise index. The noise index is calculated as the energy sum of the noise levels as measured under this protocol for the equipment on the terminal with noise levels above 70 dB(A) at 50 feet. The noise index is reported as bels.

The base index shall consist of January 1984 measurements for all equipment except forklifts. The forklift measurements shall be taken in July of 1985. The total of the two measurements shall constitute the base index. In any instance where an item of equipment is measured at a level above its appropriate noise limit level specified in the Agreement, that limit level shall be used in calculating the base index.

#### VI. Community Noise Monitoring

Community noise monitoring is carried out for one night in each neighborhood (Queen Anne and Magnolia) every 6 months (in March and September). A precision noise meter is positioned at the monitoring site with the microphone pointed directly upward. The A-weighted output of the meter is fed into a continuous chart

recorder (graphic level recorder). The observer attempts to subjectively identify the noise type and source related to each peak above background indicated by the chart recorder. For example, buses, airplanes, trains, and T-91 noises should be differentiated. In addition, when possible, the airport associated with aircraft overflights should be noted. The report should indicate the percent distribution of these "discernible" noises by type and also indicate the total time each noise category was above background.

#### VII. Amendments

This Protocol may be amended from time to time upon the agreement of NAC and the Port. All such amendments shall be in a writing signed by the NAC Chairperson and the Executive Director of the Port. An amendment may be simply a sheet of paper containing the new provisions attached to this document and initialled by the parties.

IN WITNESS WHEREOF, the parties have executed this document on the dates below indicated.

PORT OF SEATTLE

By \_\_\_\_\_  
James D. Dwyer  
Executive Director

Date \_\_\_\_\_

NEIGHBORS ADVISORY COMMITTEE

By Richard D. Elmore  
Chairperson

Date \_\_\_\_\_

D. NOISE

1. Terminal 91 shall be redeveloped in a way to minimize unnecessary noise impacts on neighboring residents. Although the ((~~Noise-Study~~)) noise studies conducted pursuant to these negotiations ((~~indicates~~)) indicate that Terminal 91 currently contributes a minimal amount to the total noise environment, this Agreement is intended to monitor the noise environment closely and to establish preventative measures to protect the Communities from unwarranted noise caused by future operations. Such measures include:

(a) monitoring the equipment used at Terminal 91 on site and from the Communities;

(b) establishing specific noise limits for Terminal 91 noise sources;

(c) creating a complaint procedure for community residents to employ for noise problems; and

(d) taking acoustics into consideration while designing redevelopment plans.

2. In the redevelopment process, the Port shall consider acoustical aspects of the project. The Port shall also

develop and seek the advisory comment of NAC on a program to review systematically the relevant, existing stationary sources which generate noise on the Terminal, including identifying feasible means, if any, to muffle or control such noise sources. The Port will implement noise control measures to the extent those measures do not significantly increase redevelopment costs or impair port operations.

3. The parties have cooperated in the selection of Mr. Theodore J. Schultz as a special noise consultant for Terminal 91. Mr. Schultz has reviewed existing noise studies, conducted noise monitoring and performed noise experiments. ~~((Mr. Schultz's report is entitled TERMINAL 91 NOISE PRACTICES AND PROCEDURES STUDY. Based upon the results of Mr. Schultz's report,))~~ Mr. Schultz has written two reports: TERMINAL 91 NOISE PRACTICES AND PROCEDURES STUDY and T-91 NOISE REVIEW. The parties have reviewed Mr. Schultz's reports and also made their own independent evaluation of how to control T-91 noise. Based upon that process, the parties agree as follows:

(a) Existing noise sources which predominate in the Communities do not originate at Terminal 91 but come from such sources as aircraft flyovers, traffic, operations at Burlington Northern and community sources.

(b) The abundance of other noise sources makes it



difficult to measure the contribution of noise from Terminal 91 to the total noise environment by actual monitoring in the Communities.

(c) It is nevertheless important to monitor noise at Terminal 91 to insure that it does not become a problem in the Communities. ~~((Based-upon-that-recognition:))~~ Accordingly, the parties have established certain noise measurement procedures for T-91 noise sources in a document called the T-91 NOISE MEASUREMENT PROTOCOL ("the Protocol"). The parties agree to use the noise measurement procedures as now or hereafter set forth in the Protocol to determine whether noise generated by T-91 equipment is in compliance with this Agreement. The Protocol may be amended, from time to time, by agreement between NAC and the Port, without amending this Agreement.

(i) ~~((Mr.-Schultz-has-developed-for))~~ Based upon Mr. Schultz's reports, the parties have adopted for typical conditions A-Weighted Sound Level Limits ( $L_A$  at 50 ft) ("noise limits") for various pieces of equipment likely to be used at Terminal 91, including unanticipated items. The parties expect that adherence to the noise limits should assure that the City of Seattle Noise Ordinance is not violated.

(ii) The noise limits are as follows:



above. They are: short term/portable equipment; additional equipment at the Terminal; and non-construction sources exempt from City Ordinance.

(a) Short term/portable equipment (such as non-construction pumps, compressors, generators, and other non-permanent equipment). This equipment must comply with the noise limits for Unanticipated Items given in paragraph 3(c)(ii) above, except as provided in the next sentence. If an individual piece of such equipment operates on the Terminal for more than four (4) consecutive days, the Port shall either: (i) lower the noise limit for that piece of equipment to 80 day-time/70 nighttime; or (ii) immediately notify NAC of the reasons said lower limits are not appropriate, and establish appropriate noise limits for that item of equipment in discussion with NAC.

(b) Additional equipment. The Port will inform NAC of new or additional equipment, with a potential for creating more than 65 dBA ( $L_A$  at 50 ft), to be used at the Terminal. The Port will establish noise limits for such equipment in consultation with NAC. Whenever such a noise limit has not been established, the new equipment shall comply with the noise limits for Unanticipated Items given in paragraph 3(c)(ii).

(c) Exempt non-construction sources. The Port shall use its best efforts to insure that the noise of

non-construction sources exempt from City Ordinance does not exceed the noise limits for Unanticipated Items given in paragraph 3(c)(ii) above, but the Communities acknowledge that compliance cannot be guaranteed at all times.

(iv) The Port shall insure that the noise limits are not exceeded. In furtherance of this goal, the Port shall:

(a) not operate or permit to be operated any equipment exceeding the noise limits;

(b) by January 15, 1984, monitor equipment in use at the facility to see that the noise limits are met;

(c) every six months, remonitor any equipment which in the past has exceeded ((65)) 70 dBA to see that it does not exceed the noise limits, except that it shall not be necessary to remonitor forklifts having a capacity of 18,000 lbs or less more often than once a year;

(d) monitor every new type of equipment as soon as possible, but not later than six (6) months after its arrival at the Terminal;

(e) use its best efforts to do spot monitoring if requested by NAC for particular problems or if a piece of equipment appears to be unusually noisy; and

(f) consider the replacement or phase-in of electric forklifts, based on discussion with NAC, to the extent economically and operationally feasible.

4. In an effort to keep track of the overall noise impact from the Terminal, the Port shall keep an accounting of the total overall noise-making capability of the Terminal 91 operations, by means of a Noise Index ("the Noise Index") that includes the aggregate of all of the equipment as measured at the Terminal. The Noise Index is defined as the A-weighted sound level (in bels) that would be observed at a distance of 50 feet if all of the Terminal's equipment were to ~~((occupy))~~ operate at the same location simultaneously. ~~((7-operating-at-full-power))~~ The ~~((formula))~~ method for determining the Noise Index is set ~~((in-Mr--Schultz's-report))~~ forth in the Protocol.

(a) The parties acknowledge that the Noise Index is not, by itself, an indication of the actual noise received by the Communities. The parties shall nevertheless use the Noise Index as a "trigger" level to investigate noise impacts further.

(b) The Noise Index shall be updated every six

months; (~~the first such index shall be dated January 15, 1984 and shall be the "base index."~~) the method for determining the "base index" is set forth in the Protocol.

(c) In the event that a future Noise Index exceeds the base index by 0.25 bels, the parties shall retain a qualified acoustical consultant under the procedures set forth in Section B, paragraph 8(c)(ii). The consultant's report shall be in two phases:

(i) Phase I. Does the increase in the Noise Index result, in fact, in greater noise impact in the Communities and create an apparent noise problem for the Communities? If not, the increased Noise Index shall become the new Base Index.

(ii) Phase II. If the impact is greater and results in an apparent noise problem for the Communities, what action can the Port take to mitigate the problem?

5. In addition to the above, the Port shall conduct monitoring in the Communities every six months to identify noise sources and to serve as an early warning system to see if the noise environment is changing. Such monitoring shall be performed for one night, in each community, when Terminal 91 operations are being conducted, at locations selected by the Port with the concurrence of NAC. Monitoring shall be performed at one location on Queen Anne and one location on Magnolia. Observers

from NAC shall be invited to participate in the monitoring. The monitoring shall consist of the use of a sound level meter with an observer who shall record sound "peaks" and note intrusive noise events, including the sound level and source, where possible. The results of the monitoring shall be presented to NAC.

6. The Port shall at all times adhere to provisions of the City of Seattle Noise Ordinance, as now exists or as hereafter amended, and any other applicable ordinance, regulation, or law. If there is a dispute over compliance with such ordinance, regulation, law, or any other provision of this Section, the parties shall, as with other disputes under this Agreement, complete the dispute resolution process contained in Section B, paragraph 8 prior to instituting any suit allowed under Section K.

7. The Port shall maintain a twenty-four (24) hour noise complaint monitoring system for Terminal 91. The system shall include the following elements:

(a) There shall be a 24 hour telephone line dedicated to noise complaints. The telephone number shall be advertised in the Communities on a periodic basis.

(b) There shall at all times be designated a Port employee to act as a duty officer for Terminal 91 noise problems.

The duty officer shall be vested with authority to cure sudden or unanticipated noise problems on a prompt basis.

(c) Upon receipt of a complaint, the Port shall record time, date, name, address, phone number of the caller, and the nature of the noise and its apparent location.

(d) If the complained of noise appears to originate off the Terminal, the caller will be so advised.

(e) If the complained of noise appears to originate on the Terminal, the Port will promptly investigate the complaint. If the problem appears to be one which does affect the Communities and which can be resolved, the Port shall do so. The Port shall make every effort to identify and cure such problems within two (2) hours. The caller shall be advised by telephone or in writing of the action taken by the Port.

(f) The Port shall regularly report to NAC on noise complaints received and responses made thereto.

(g) If there are repeated complaints about a particular source or activity on the Terminal and NAC decides by majority vote that the Port has taken insufficient action to cure the problem, then a qualified acoustical consultant shall be



retained under the procedure set forth in Section B, paragraph 8(c) (ii).

8. The following conditions govern construction noise:

(a) Construction/demolition work shall be limited to 7:00 a.m. to 8:00 p.m. Monday through Friday. No weekend work shall be performed except with the approval of the Project Engineer and then only from 9:00 a.m. to 6:00 p.m. The Port shall notify NAC in advance of any such work.

(b) All contractors will be advised that control and reduction of noise impacts is of particular importance at Terminal 91.

(c) All construction contracts shall contain the following provisions:

(i) gas/diesel engines shall be equipped with mufflers;

(ii) air compressors shall be equipped with silencing packages;

(iii) jack hammers shall have silencers on their air outlets;

(iv) electrically driven equipment shall be preferred over gas/diesel driven equipment, when feasible.

(v) the contractor shall use its best efforts to employ the quietest feasible pile drivers consistent with construction practices; and

(d) Sounds created by impact types of construction equipment, including but not limited to, pavement breakers, pile drivers, jack hammers, sand blasting tools, or any other types of equipment or device that creates impulse noise, impact noise, or is used as impact equipment, may exceed the maximum permissible levels of the Seattle Code in any one-hour period between the hours of 8:00 a.m. to 5:00 p.m. on weekdays. Construction operations are prohibited on weekends except under special dispensation. The noise levels are to be measured at the Terminal property line or at 50 ft distance from the equipment, whichever is greater, and may not exceed the following schedule of noise levels:

The basic permissible level is  $L_{eq} = 90\text{dBA}$  continuous for one hour.

Alternative allowances are permitted as follows:

$L_{eq} = 93$  dBA for 30 minutes;

$L_{eq} = 96$  dBA for 15 minutes;

$L_{eq} = 99$  dBA for 7.5 minutes.

Sound levels that exceed 99 dBA are prohibited.

For the purpose of monitoring the requirements of this clause, the values of  $L_{eq}$  may be measured for periods at least one minute in duration and these values may be used to project the hourly  $L_{eq}$ . (The preceding language is taken from the draft City Noise Ordinance. The Port agrees to abide by these or the adopted limits, whichever are more stringent.)

9. For items whose noise in the Communities does not exceed the City Ordinance, but which nevertheless give rise to repeated complaints in the Communities, the Port will take under consideration special noise control measures on a one-by-one basis, as recommended in Section 7 of the Schultz (~~report~~) TERMINAL 91 NOISE PRACTICES AND PROCEDURES STUDY (for example, for occasional steel or "frequent visitors" like the Rose Marie oiler barge).

10. By September 1, 1987, NAC and the Port shall begin a joint review of T-91 noise issues. The purpose of the review is to determine whether there has been a significant increase in T-91 noise impacts in the communities, to examine the history of T-91 noise complaints and to evaluate whether the noise control provisions of this Agreement should be modified. The parties do not envision that it is necessary to retain a noise consultant as part of that review but may do so if all parties agree.



PORT OF SEATTLE

At the meeting of the Port Commission of the Port of Seattle, August 13, 1985, it is hereby regularly moved that the Director of Accounting and Port Auditor be authorized and she is hereby directed to pay the outstanding obligations of salaries and claims against the Port as evidenced by vouchers on the following funds:

WARRANTS ISSUED ON VARIOUS FUNDS DURING THE PERIOD JUNE 1, 1985 THROUGH JUNE 30, 1985:

WARRANTS NO.                    54308 - 56556  
   878814 - 882714

|                          |                 |
|--------------------------|-----------------|
| *General Fund            | \$14,182,913.75 |
| Airport Development Fund | \$1,610,656.26  |
| Construction Fund 79A    | \$ 29,480.89    |
| Construction Fund 79B    | \$ -            |
| Construction Fund 85A    | \$ 596,466.25   |

\*Includes Promotional Hosting Expense of Commissioners in the amount of \$0.

CANCELLATION OF WARRANTS OUTSTANDING ONE YEAR OR MORE TO DATE OF COMMISSION MEETING PER RESOLUTION NO. 2601:

|         |          |          |
|---------|----------|----------|
| A031717 | GEN FUND | \$165.00 |
| A033161 | GEN FUND | 10.00    |

We, the undersigned Commissioners, hereby certify that the above-numbered vouchers payable to payees therein named in the amounts therein set forth are true and correct obligations of the Port of Seattle.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Port Commissioners

PORT OF SEATTLE  
**MEMORANDUM**

COMMISSION AGENDA

ITEM NO. 36

DATE August 1, 1985

DATE OF MEETING 8-13-85

TO James D. Dwyer, Executive Director

FROM Frank Clark, Director, Marine Terminals

SUBJECT Request for approval of Tariff Memo No. 136 to authorize amendment to Port of Seattle Terminals Tariff No. 3, F.M.C.-T No. 4 to establish CFS rate for care, custody and control of containers, amend definition for non-waterfront facilities, and to establish provision for pickup of LCL Port of Seattle warehouse cargo and reduction to Rate per Container charge where the rate for CFS care, custody and control is also assessed

The following proposed changes are deemed necessary for clarification and to remove reference to CFS and etc., from Items 8000(E) and 8130 and appropriately place under Containerized Freight Station rate, Item 4310. The provision for pickup of LCL (less-than-container-load) Port of Seattle warehouse cargo is deemed necessary for consistency with the \$100.00 charge under Item 8130. The reduction in charges under Item 8130 of \$25.00 per container for containers moved through the Port operated CFS and assessed the \$50.00 charge under Item 4310(B) is necessary for competitive reasons.

TARIFF MEMO NO. 136

Port Commission approval is requested to make the following changes to Port of Seattle Terminals Tariff No. 3, F.M.C.-T No. 4:

1. Amend Item 4310 to establish a \$50.00 rate at Container Freight Station for use of working areas and care, custody and control of containers and/or contents when no handling, stuffing or unstuffing operation is performed.
2. Amend Item 8000(E) to delete reference to CFS and add the following underlined language to the third sentence:

James D. Dwyer, Executive Director  
August 1, 1985  
Page 2

All containerized cargo utilizing such non-waterfront facilities or programs which does not have a prior or subsequent physical loading or discharge at Port-leased or Port-operated waterfront facilities or air cargo which does not move to or from Seattle-Tacoma International Airport shall be assessed the per container rates as provided in Item 8130 in addition to all other applicable charges.

3. Amend Item 8130 to delete reference to CFS and etc. and establish Notes 2 and 3 as follows:

Note 2: Pickup of LCL Port of Seattle warehouse cargo at other than Port of Seattle CFS, apply \$25.00 per pickup.

Note 3: When provisions of Item 4310(B) are applied, above charges will be reduced by \$25.00 per container.

All rules, regulations and charges conflicting with provisions of the revised pages are hereby repealed.

The Tariff Issuing Agent will file the following said schedules with the Federal Maritime Commission reflecting these changes on:

Port of Seattle Terminals Tariff No. 3, F.M.C.-T No. 4  
3rd Revised Page No. 77 Correction No. 339  
2nd Revised Page No. 132 Correction No. 341  
6th Revised Page No. 134A Correction No. 342

The proposed effective date of these changes is September 1, 1985.

  
pf/1005r

cc: Loux, Neumiller, Dyson, Kelly, Lefebvre, Rohrer, Steyh

# PORT OF SEATTLE

TERMINALS TARIFF NO.3  
F.M.C.- T NO.4

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CANCELS

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## SECTION FOUR, PART 2 - CONTAINERIZED CARGO, RULES AND RATES

### Container Freight Station Rules and Rates

ITEM

#### RECEIVING EMPTY CONTAINERS FOR STUFFING

4300

Empty containers received from an inland carrier at the CFS on a chassis will be subject to a charge of ▲ \$6.05. An interchange receipt will be accomplished. Subject to Notes 1, 2 and 3.

▲

Note 1: The container must be received on a chassis and remain on the same chassis throughout the movement of the container at the CFS into the CY.

Note 2: The container will not be received unless cargo has been booked for stuffing.

Note 3: The container must be clean and ready for stuffing upon receipt.

#### RECEIVING OR DELIVERY OF CONTAINERS

4310

Receiving and/or delivery of full or empty containers when no stuffing or unstuffing is accomplished, an interchange report will be issued for a charge of ▲ \$6.05.

▲

#### SERVICES REQUIRING SPECIAL EQUIPMENT

4320

When the Operator is required to provide special lift equipment for the handling of articles or packages, loose or on skids, other than palletized freight, which because of weight and bulk and manner of packaging cannot be handled otherwise, the following additional charges will be made:

- (A) Rental of needed special equipment for the period of time required at actual cost, plus transportation to and from CFS, if any applies.
- (B) Wages of equipment operator, when same may be required, to be furnished extra at rates named in Item 6100.

FOR EXPLANATION OF REFERENCE MARKS AND ABBREVIATIONS SEE ITEM 15.

ISSUED: October 13, 1981

CORR\* 75

EFFECTIVE: November 1, 1981



# PORT OF SEATTLE

TERMINALS TARIFF NO.3  
F.M.C.- T NO.4

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## SECTION FOUR, PART 2 - CONTAINERIZED CARGO, RULES AND RATES

### Container Freight Station Rules and Rates

ITEM

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Note 3: The container must be clean and ready for stuffing upon receipt.

#### RECEIVING OR DELIVERY OF CONTAINERS

4310

Receiving and/or delivery of full or empty containers when no  handling, stuffing or unstuffing is accomplished, will be charged as follows:

(X)

- ▲ (A) An interchange report will be issued for a charge of \$6.05.
- (B) A charge of \$50.00 will apply for use of working areas and care, custody and control of containers and/or contents in addition to any required labor or other applicable charges.

#### SERVICES REQUIRING SPECIAL EQUIPMENT

4320

When the Operator is required to provide special lift equipment for the handling of articles or packages, loose or on skids, other than palletized freight, which because of weight and bulk and manner of packaging cannot be handled otherwise, the following additional charges will be made:

- (A) Rental of needed special equipment for the period of time required at actual cost, plus transportation to and from CFS, if any applies.
- (B) Wages of equipment operator, when same may be required, to be furnished extra at rates named in Item 6100.

FOR EXPLANATION OF REFERENCE MARKS AND ABBREVIATIONS SEE ITEM 15.

ISSUED: August 13, 1985      CORR\* 339      EFFECTIVE: September 1, 1985

# PORT OF SEATTLE

TERMINALS TARIFF NO.3  
F.M.C.-T NO.4

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## SECTION EIGHT, PART 1 - SERVICE AND FACILITIES CHARGE

### Definitions and Conditions

ITEM

#### SERVICE AND FACILITIES CHARGE (continued)

8000  
cont'd

#### (C) TRANSSHIPMENT, CARGO (continued)

##### BETWEEN TERMINALS VIA INLAND WATERWAY VESSELS, RAIL, OR MOTOR TRANSPORTATION

(X)

Inbound or outbound service and facilities charge will be assessed against the ocean carrier on cargo transshipped from or to terminals via inland waterway vessels, rail, or motor transportation for delivery to ocean carrier's consignees, or for outward loading to ocean vessels. When a transshipment of freight is so made between terminal parties to this Tariff, the full service and facilities charge will be assessed by the terminal at which the ocean vessel loads or discharges, but 50% of such service and facilities charge shall accrue to the terminal from or to which such cargo is transshipped.

#### (D) CARGO WITHDRAWN

Full inbound or outbound service and facilities charge will be assessed on cargo received at or on the terminal and later withdrawn.

#### ■ (E) USE OF PORT OF SEATTLE'S NON-WATERFRONT FACILITIES

Port of Seattle warehousing, CFS, Foreign-Trade Zone and Port sponsored transportation programs ("non-waterfront facilities") were built and are operated primarily to accommodate containerized cargo carried by vessels using the Port's waterfront facilities or air carriers using Seattle-Tacoma International Airport. Accordingly, priority in use of such non-waterfront facilities shall be given to containerized cargo having a prior or subsequent physical loading or discharge at Port-leased or Port-operated waterfront facilities or air cargo to or from Seattle-Tacoma International Airport. All containerized cargo which does not have a prior or subsequent physical loading or discharge at Port-leased or Port-operated waterfront facilities or air cargo which does not move to or from Seattle-Tacoma International Airport shall be assessed the per container rates as provided in Item 8130 in addition to all other applicable charges.

FOR EXPLANATION OF REFERENCE MARKS AND ABBREVIATIONS SEE ITEM 15.

ISSUED: May 28, 1985

CORR\* 336

EFFECTIVE: July 1, 1985

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SECTION EIGHT, PART 1 - SERVICE AND FACILITIES CHARGE

Definitions and Conditions

ITEM

SERVICE AND FACILITIES CHARGE (continued)

8000  
cont'd

(C) TRANSSHIPMENT, CARGO (continued)

BETWEEN TERMINALS VIA INLAND WATERWAY VESSELS, RAIL, OR MOTOR TRANSPORTATION

(X)

Inbound or outbound service and facilities charge will be assessed against the ocean carrier on cargo transshipped from or to terminals via inland waterway vessels, rail, or motor transportation for delivery to ocean carrier's consignees, or for outward loading to ocean vessels. When a transshipment of freight is so made between terminal parties to this Tariff, the full service and facilities charge will be assessed by the terminal at which the ocean vessel loads or discharges, but 50% of such service and facilities charge shall accrue to the terminal from or to which such cargo is transshipped.

(D) CARGO WITHDRAWN

Full inbound or outbound service and facilities charge will be assessed on cargo received at or on the terminal and later withdrawn.

(E) USE OF PORT OF SEATTLE'S NONWATERFRONT FACILITIES

Port of Seattle warehousing, \*\*\*, Foreign-Trade Zone and Port sponsored transportation programs ("nonwaterfront facilities") were built and are operated primarily to accommodate containerized cargo carried by vessels using the Port's waterfront facilities or air carriers using Seattle-Tacoma International Airport. Accordingly, priority in use of such nonwaterfront facilities shall be given to containerized cargo having a prior or subsequent physical loading or discharge at Port-leased or Port-operated waterfront facilities or air cargo to or from Seattle-Tacoma International Airport. All containerized cargo utilizing such nonwaterfront facilities or programs which does not have a prior or subsequent physical loading or discharge at Port-leased or Port-operated waterfront facilities or air cargo which does not move to or from Seattle-Tacoma International Airport shall be assessed the per container rates as provided in Item 8130 in addition to all other applicable charges.

FOR EXPLANATION OF REFERENCE MARKS AND ABBREVIATIONS SEE ITEM 15.

ISSUED: August 13, 1985

CORR.\* 341

EFFECTIVE: September 1, 1985

130-818 rev 10/81

# PORT OF SEATTLE

TERMINALS TARIFF NO.3  
F.M.C.-T NO.4

|                    |       |
|--------------------|-------|
| ORIGINAL / REVISED | PAGE  |
| 5TH REVISED        | 134-A |
| CANCELS            | PAGE  |
| 4TH REVISED        | 134-A |

## SECTION EIGHT, PART 2 - SERVICE AND FACILITIES CHARGE

Unless otherwise provided, rates are in cents per 1000 kg as freighted ITEM

| Commodity | Inbound | Outbound |  |
|-----------|---------|----------|--|
|-----------|---------|----------|--|

CARGO, CHILL (continued)

8100  
cont'd

Note: (continued)

Note 1: Maximum charges at the \$5.92 per 1000 kg rate will not exceed \$8,442.00. The charge is \$4.69 per 1000 kg (or \$0.098 per case) when quantity per vessel voyage exceeds 1800 t. Where net production exceeds 699 cartons per gang hour, rates contained in the following table are applicable to the \$4.69 per 1000 kg rate.

|           |                    | Per<br>1000 kg | Per<br>Case |
|-----------|--------------------|----------------|-------------|
| 0-699     | Ctns Per Gang Hour | \$4.69         | \$0.098     |
| 700-799   | Ctns Per Gang Hour | 4.36           | 0.091       |
| 800-999   | Ctns Per Gang Hour | 4.03           | 0.084       |
| 1000-1299 | Ctns Per Gang Hour | 3.70           | 0.077       |
| 1300-Up   | Ctns Per Gang Hour | 3.52           | 0.073       |

|  |   |     |      |
|--|---|-----|------|
| <u>FROZEN FISH IN BLOCKS</u> (Subject to Note) . . . . . | - | 580 | 8120 |
|--|---|-----|------|

Note: Unitized, as defined in Item 1360(J), palletized and shrink-wrapped cargo, is subject to a charge of \$5.37 per 1000 kg, which accrues to the refrigeration facility.

|  |  |  |      |
|--|--|--|------|
| <u>CONTAINERIZED CARGO, NOS</u> , as defined in Item 8000(E) (Subject to Note) |  |  | 8130 |
|--|--|--|------|

RATE PER CONTAINER

Using Port of Seattle's non-waterfront facilities (i.e., warehousing, CFS or Foreign-Trade Zone, etc.).

\$100.00

Using Port of Seattle sponsored transportation programs.

\$ 50.00

Note: If both services are performed only apply the \$100.00 per container rate.

FOR EXPLANATION OF REFERENCE MARKS AND ABBREVIATIONS SEE ITEM 15.

|                      |           |                         |
|----------------------|-----------|-------------------------|
| ISSUED: May 28, 1985 | CORR* 337 | EFFECTIVE: July 1, 1985 |
|----------------------|-----------|-------------------------|

130-818 REV. 10/81

# PORT OF SEATTLE

TERMINALS TARIFF NO.3  
F.M.C.-T NO.4

|                    |       |
|--------------------|-------|
| ORIGINAL / REVISED | PAGE  |
| 6TH REVISED        | 134-A |
| CANCELS            | PAGE  |
| 5TH REVISED        | 134-A |

## SECTION EIGHT, PART 2 - SERVICE AND FACILITIES CHARGE

Unless otherwise provided, rates are in cents per 1000 kg as freighted

ITEM

Commodity Inbound    Outbound

### CARGO, CHILL (continued)

8100  
cont'd

Note: (continued)

Note 1: Maximum charges at the \$5.92 per 1000 kg rate will not exceed \$8,442.00. The charge is \$4.69 per 1000 kg (or \$0.098 per case) when quantity per vessel voyage exceeds 1800 t. Where net production exceeds 699 cartons per gang hour, rates contained in the following table are applicable to the \$4.69 per 1000 kg rate.

|           |      |               |  | Per<br>1000 kg | Per<br>Case |
|-----------|------|---------------|--|----------------|-------------|
| 0-699     | Ctns | Per Gang Hour |  | \$4.69         | \$0.098     |
| 700-799   | Ctns | Per Gang Hour |  | 4.36           | 0.091       |
| 800-999   | Ctns | Per Gang Hour |  | 4.03           | 0.084       |
| 1000-1299 | Ctns | Per Gang Hour |  | 3.70           | 0.077       |
| 1300-Up   | Ctns | Per Gang Hour |  | 3.52           | 0.073       |

FROZEN FISH IN BLOCKS (Subject to Note) . . . . . - 580

8120

Note: Unitized, as defined in Item 1360(J), palletized and shrink-wrapped cargo, is subject to a charge of \$5.37 per 1000 kg, which accrues to the refrigeration facility.

CONTAINERIZED CARGO, NOS, as defined in Item 8000(E)  
(Subject to Notes 1, 2 and 3)

8130

Using Port of Seattle's nonwaterfront facilities  
(i.e., warehousing \*\*\* or Foreign-Trade Zone \*\*\*)

RATE PER CONTAINER

⊗

\$100.00

Using Port of Seattle sponsored transportation programs.

\$ 50.00

Note 1: If both services are performed only apply the \$100.00 per container rate.

- Note 2: Pickup of LCL Port of Seattle warehouse cargo at other than Port of Seattle CFS, apply \$25.00 per pickup.
- Note 3: When provisions of Item 4310(B) are applied, above charges will be reduced by \$25.00 per container.

FOR EXPLANATION OF REFERENCE MARKS AND ABBREVIATIONS SEE ITEM 15.

|                         |           |                              |
|-------------------------|-----------|------------------------------|
| ISSUED: August 13, 1985 | CORR* 342 | EFFECTIVE: September 1, 1985 |
|-------------------------|-----------|------------------------------|

PORT OF SEATTLE  
MEMORANDUM

COMMISSION AGENDA

ITEM NO 4a

DATE OF MEETING 8/13/85

**DATE** July 24, 1985  
**TO** James D. Dwyer, Executive Director  
**FROM** Charles Blood, Director, Aviation Operations  
**SUBJECT** Request for Authorization to Extend the Taxicab Moratorium and Establish a Directive on No Transfer of Taxicab Permits

The Director of Aviation Operations requests authorization to extend the taxicab moratorium until the number reaches one hundred fifty permits and to implement a directive for reducing the numbers of taxicabs by disallowing the transfer of permits.

BACKGROUND

Port Commission at the February 28, 1984 Commission meeting authorized a taxicab moratorium on reissuance of taxicab permits at the airport for a period of eighteen months from March 16, 1984 to September 16, 1985. Since the moratorium has been in effect, permits have been reduced from 236 to 201 permits representing an 18.0% decrease. This moratorium has been an effective method of reducing the number of cabs operating at the airport.

The airport is experiencing too many taxicabs providing service to passengers creating a negative service factor. In an effort to find equitable ways of further reducing the numbers of taxicabs at the airport, staff researched to find the optimum number of taxicabs necessary to provide an adequate level of service at the airport and methods to reduce the current number of taxicabs to meet that number. The figures were based on the number of daily dispatches, approximate number of trips per day/per vehicle/average number of vehicles holding at the airport. Three to five hours waiting time for 359 daily dispatches approximate a fare of \$21.00 per trip. A further reduction of fifty taxicabs would appear to provide sufficient service to the airport.

To reach this objective, alternative ways of reducing the numbers of taxicabs at the airport were reviewed. Three options were presented to the taxicab owners in March subject to further review by Port staff, (1) buy back of permits, (2) limiting transfer of permits and (3) a reduction in the number of permits to be sold by a lottery system. The owners indicated a choice for the buy back option of the airport permit. The Commission directed staff April 18, 1985 to proceed on further review of these options. Port Legal Counsel has reviewed the proposed options and has stated the Port may further reduce the number of permits by providing in future permits that such permits are not transferable. The Port may not have the authority, however, to buy back permits and vehicles. An additional survey of the cab owners in June, specifically on the buy back option, reflected a reversal in opinion.

James D. Dwyer, Executive Director  
July 24, 1985  
Page 2

RECOMMENDATION

It is recommended the moratorium on the sale of taxicab permits be extended until the number of outstanding permits drops below one hundred fifty permits, and that permits sold commencing September 9, 1985 provide that such permits are not transferable. The moratorium will be revised at a time when it appears necessary to increase the number of permits issued due to increased traffic or reduction in the level of service provided by taxicabs operating at the airport.

0620V/LDM

PORT OF SEATTLE  
MEMORANDUM

COMMISSION AGENDA

ITEM NO. 46

DATE OF MEETING 8/13/85

DATE July 24, 1985  
TO James D. Dwyer, Executive Director  
FROM Michael S. Lyons, Director of Facilities and Real Estate  
SUBJECT Request for execution of Consent to First Amendment to  
Sublease between Greater Highline Community Parks Board and  
North Sea-Tac Park Equestrian Association

A. Background

On April 28, 1981, the Port Commission executed a Basic Lease with the Greater Highline Community Parks Board for the leasing of 50 acres of Port property located north of Sea-Tac International Airport for community recreational purposes in accordance with the North Sea-Tac Park Master Plan. Subsequently, the leased area was increased by 7.4 acres to 57.4 acres by a first amendment to the Basic Lease dated April 24, 1984.

On June 8, 1982 the Port Commission consented to a sublease between the Greater Highline Community Parks Board and the North Sea-Tac Park Equestrian Association for 2.2 acres of the 57.4 acres of the area provided for in the Basic Lease between the Port and the Greater Highline Community Parks Board.

B. Summary of First Amendment to Sublease

This First Amendment to Sublease between the Greater Highline Community Parks Board and the North Sea-Tac Park Equestrian Association is for the purpose of enlarging the subleased premises from 2.2 acres to 14.5 acres. This First Amendment to Sublease has been approved as to form by Port counsel, executed by lessee and sublessee, and subject to verification of liability insurance, is ready for execution by the Port Commission.

| <u>Basic Sublease</u>                             | <u>First Amendment</u> |
|---|------------------------|
| Lessor: Greater Highline Community Parks Board    | Same                   |
| Lessee: North Sea-Tac Park Equestrian Association | Same                   |
| Use: Equestrian facility                          | Same                   |



COMMISSION AGENDA

James D. Dwyer, Executive Director

July 24, 1985

Page 2

| <u>Basic Sublease</u>        |   | <u>First Amendment</u>                            |
|------------------------------|---|---|
| Area:                        | Approximately 2.2 acres   | Approximately 14.5 acres                          |
| Rent:                        | \$1.00 per annum  | Same  |
| Term:                        | Four years beginning July 1, 1982 and ending April 30, 1986                                 | Beginning Sept. 1, 1985 and ending April 30, 1986 |
| Renewal Option:              | Three (3) five (5) year options   | Same  |
| Termination:                 | Sixty (60) days advanced written notice for a major capital improvement, public or private. | Same  |
| Maintenance:                 | Lessee's sole responsibility and expense  | Same  |
| Utilities:                   | Lessee's sole responsibility and expense  | Same  |
| Insurance:                   | Liability insurance combined single limit one million dollars (\$1,000,000.00)              | Same  |
| Compliance with Basic Lease: | Lessee agrees to comply with all conditions required of the lessor in the Basic Lease       | Same  |

C. Summary of Consent to First Amendment to Sublease

This Consent to First Amendment to Sublease has been approved as to form by Port counsel and is ready for execution by the Commission.

Compliance with

Basic Lease: Consent to First Amendment to Sublease provides for compliance by lessee with all conditions required of the lessor in the Basic Lease between the Port and the Greater Highline Community Parks Board.

1111B

MSL

**PORT OF SEATTLE  
MEMORANDUM**

COMMISSION AGENDA

ITEM NO 4c

DATE OF MEETING 08/13/85

**DATE** July 24, 1985

**TO** James D. Dwyer, Executive Director

**FROM** Charles Blood, Director of Aviation Operations

**SUBJECT** Request for Authorization to Amend Sea-Tac International Airport Tariff No. 1 to Establish a Schedule of Monthly Public Parking Fees Effective August 13, 1985.

The Director of Aviation Operations requests authorization from the Commission to amend the Schedule of Charges for the Parking Terminal to establish monthly public parking fees at Sea-Tac International Airport effective August 13, 1985.

At the April 18, 1985 Commission Work Session, staff outlined the conversion of the first floor of the Parking Terminal from public to pre-sold monthly parking. The Commission agreed with this concept. This request to revise the airport tariff formalizes the fee for this monthly parking.

BACKGROUND

The Parking Terminal has a total capacity of 4,613 parking spaces. Typical peak figures for the busiest months of the year are between 3,200 and 3,500, leaving roughly 1,100 spaces unused during the year. This unused capacity represents lost revenue to the Port. Converting the first floor of the Terminal, which has approximately 375 public parking stalls available, will increase the utilization of the Parking Terminal and accordingly reduce the 1,100 unused spaces. If a 5% growth rate is assumed, the first floor of the Parking Terminal could be used for monthly parking for approximately the next three years with little inconvenience or loss of service to the regular patrons of the Parking Terminal.

JUSTIFICATION

Off-airport monthly parking costs approximately \$73.00/month on average, and monthly parking in downtown Seattle costs approximately \$84.00/month. If the Port charged \$85.00/month, the total gross revenue annually from the 375 stalls would be approximately \$382,500/year. Companies or individuals could purchase the cards necessary to access the first floor. It is estimated that half of the monthly parkers would be new customers presently using lots off-airport. This assumes that the other half would be present Parking Terminal patrons that park over 12 days per month. Therefore, a conservative estimate of new revenue would be \$191,150/year.

Commission Agenda  
James D. Dwyer, Executive Director  
July 24, 1985  
Page 2

RECOMMENDATION

Facilities and Real Estate Department recommends converting the first floor of the Parking Terminal from general public parking into a monthly public parking area.

RECOMMENDED SCHEDULE OF PARKING CHARGES

LONG-TERM PARKING IN DESIGNATED AREA: \$85.00/MONTH - TAX INCLUDED

1068B/jb

**PORT OF SEATTLE**

**SEA-TAC INTERNATIONAL AIRPORT  
AIRPORT TARIFF NO. 1**

*Proposed*

ORIGINAL/REVISED

PAGE

4TH REVISED

14

CANCELS

PAGE

3RD REVISED

14

SCHEDULE OF PARKING CHARGES

The following charges apply to vehicles utilizing parking facilities at Sea-Tac International Airport Parking Garage:

First 24-hour period and each additional 24-hour period

|              |        |
|--------------|--------|
| 0 - 2 hours  | \$2.00 |
| 2 - 4 hours  | \$3.00 |
| 4 - 6 hours  | \$4.00 |
| 6 - 8 hours  | \$5.00 |
| 8 -12 hours  | \$6.00 |
| 12 -24 hours | \$7.00 |

TAX INCLUDED

PARKING IS LIMITED TO THIRTY (30)  
DAYS OR LESS WITHOUT SPECIAL ARRANGEMENTS

LONG TERM PARKING IN DESIGNATED AREA: \$85.00/MONTH - TAX INCLUDED

SPECIAL TRANSACTIONS

|    | <u>DESCRIPTION</u>  | <u>CHARGE</u>  |
|----|---|----------------|
| 1. | <u>P.O.S. Validations</u> - Authorized parking for Port of Seattle business purposes. Tickets must be for less than 24 hours.     | No Charge      |
| 2. | <u>Host Validations</u> - 4 hours parking when appropriate validation presented.  | No Charge      |
| 3. | <u>P.O.S. Police and Parking Terminal Private Vehicles</u> - while on duty.   | No Charge      |
| 4. | <u>Rental Cars</u> - Rental vehicles parked less than 24 hours.   | No Charge      |
| 5. | <u>P.O.S. Vehicles</u> - Port of Seattle owned vehicles.  | No Charge      |
| 6. | <u>First half-hour free</u> , with five minute grace period and ten minute grace periods on paid rates to allow time for exiting. | No Charge      |
| 7. | <u>Lost Tickets</u>   | \$3.00 Minimum |
| 8. | <u>Service Charge</u> - in addition to the parking fees owed on all invoices issued, due and payable upon presentation.           | \$1.00         |

ISSUED: August 13, 1985

CORR.# 39

EFFECTIVE: August 13, 1985

**PORT OF SEATTLE**

**SEA-TAC INTERNATIONAL AIRPORT  
AIRPORT TARIFF NO. 1**

*Current*

**ORIGINAL / REVISED**

**PAGE**

3rd Revised

14

**CANCELS**

**PAGE**

2nd Revised

14

**SCHEDULE OF PARKING CHARGES**

The following charges apply to vehicles utilizing parking facilities at Sea-Tac International Airport Parking Garage:

First 24-hour period and each additional 24-hour period

|              |        |
|--------------|--------|
| 0 - 2 hours  | \$2.00 |
| 2 - 4 hours  | \$3.00 |
| 4 - 6 hours  | \$4.00 |
| 6 - 8 hours  | \$5.00 |
| 8 -12 hours  | \$6.00 |
| 12 -24 hours | \$7.00 |

TAX INCLUDED

PARKING IS LIMITED TO THIRTY (30)  
DAYS OR LESS WITHOUT SPECIAL ARRANGEMENTS

SPECIAL TRANSACTIONS

| <u>DESCRIPTION</u>   | <u>CHARGE</u>  |
|--|----------------|
| 1. <u>P.O.S. Validations</u> - Authorized parking for Port of Seattle business purposes. Tickets must be for less than 24 hours.     | No Charge      |
| 2. <u>Host Validations</u> - 4 hours parking when appropriate validation presented.  | No Charge      |
| 3. <u>P.O.S. Police and Parking Terminal Private Vehicles</u> - while on duty.   | No Charge      |
| 4. <u>Rental Cars</u> - Rental vehicles parked less than 24 hours.   | No Charge      |
| 5. <u>P.O.S. Vehicles</u> - Port of Seattle owned vehicles.  | No Charge      |
| 6. <u>First Half-hour free</u> , with five minute grace period and ten minute grace periods on paid rates to allow time for exiting. | No Charge      |
| 7. <u>Lost Tickets</u>   | \$3.00 Minimum |
| 8. <u>Service Charge</u> - in addition to the parking fees owed on all invoices issued, due and payable upon presentation.           | \$1.00         |

ISSUED:

August 14, 1984

CORR.#

27

EFFECTIVE: Sept. 1, 1984

PORT OF SEATTLE  
MEMORANDUM

COMMISSION AGENDA

ITEM NO. 42

DATE OF MEETING 8/13/85

DATE July 30, 1985

TO James D. Dwyer, Executive Director

FROM Michael S. Lyons, Director, Facilities and Real Estate

SUBJECT Request for execution of a License Agreement between the Port of Seattle and the Greater Highline Community Parks Board for the siting of the Morasch House on Port property at Sea-Tac.

This License Agreement has been approved, as to form, by Port Counsel, will be executed by the Greater Highline Parks Board and is ready for execution by the Port Commission.

A. Background:

By letter of February 14, to James D. Dwyer from Dottie Harper, President of the Parks Board, it was requested that the Port make available an area within the boundaries of the North Sea-Tac Park, but not in the Parks Board's present lease area, as a site to move the Morasch House, a community landmark scheduled for demolition. A formal agreement was entered into by Fairfield Limited Partnership (hereafter Fairfield), the present owner of the Morasch House and the Parks Board, whereby Fairfield agreed to donate to the Parks Board the Morasch House plus \$10,000 toward relocation of the house provided that relocation take place by a May 19, 1985 deadline. This agreement was amended by letter, dated July 19, 1985, from Fairfield to the Parks Board changing the relocation deadline date to August 31, 1985.

At the April 18, 1985 Port Commission Special Informal Work Session held at Sea-Tac, the Port Commission was polled to determine whether the Commission was interested in allowing the Parks Board to conditionally place the Morasch House on Port property. The Commission indicated its interest in allowing the siting of the Morasch House in the North Sea-Tac Park area adjacent to Tub Lake as requested by the Parks Board. Staff was directed by the Commission to prepare a series of conditions and provisions to be placed on the project and to be incorporated in the License Agreement.

James D. Dwyer, Executive Director  
July 30, 1985  
Page 2

The License Agreement before the Port Commission contains the following conditions:

1. The term of the License Agreement for the siting renovation, rehabilitation and beneficial occupancy of the Morasch House on Port property by the Parks Board shall be twenty-four (24) months from date of execution by the Port Commission or if the update of the North Sea-Tac Park Plan does not provide for or approve of the placement of the Morasch House on the Park site, then the License Agreement with the Parks Board will be cancelled at that time and the Parks Board will be required within thirty (30) days to remove and/or demolish the Morasch House and restore the property to its original state.
2. If approval is obtained as a part of the update of the North Sea-Tac Park Plan for siting the Morasch House on the Park site and the Parks Board has met all its obligations under the agreement, then the Port would enter into a lease agreement with the Parks Board for the site. Within three (3) months of the beginning of the lease term the Morasch House must be placed on a permanent foundation. In the event the Morasch House is not on its permanent foundation within three (3) months of signing a ground lease agreement, then the Port may terminate this agreement and the Parks Board will be required to remove and/or demolish the Morasch House and restore the property to its original state.
3. The Parks Board has total responsibility for all aspects of relocating the Morasch House and the Port is under no obligation with respect to the relocation, renovation, rehabilitation, continuing maintenance or funding of the project. The Parks Board shall be solely responsible at all times for providing security for the project including, but not limited to, security fencing around the project.
4. The Port shall have the ability to terminate the occupancy of the property if King County or any other governmental entity is not interested in acquiring the park property with the Morasch House sited thereon.

Summary of License Agreement

Licensee: Greater Highline Community Parks Board.  
Term: Twenty-four (24) months beginning August 31, 1985.  
Renewal Option: If obligations are fulfilled under the License Agreement, the Port may enter into a lease with the Parks Board with a term to run concurrent with the Parks Board's (current) Basic Lease.

James D. Dwyer, Executive Director  
July 30, 1985  
Page 3

Use: Siting of the Morasch House for a museum and public park facility.

Premises: One (1) acre lying west of Tub Lake in the North Sea-Tac Park (not presently within the Parks Board's leased area).

Permits and Approvals: Licensee's sole responsibility for obtaining all necessary permits and approvals in any way associated with the project.

License Fee: Ten Dollars (\$10.00) per annum.

Termination: (1) Sixty (60) days advance written notice for a major capital improvement. (2) If update of North Sea-Tac Park Plan does not provide for an approval of the siting within the Park. (3) Failure to place the Morasch House on its permanent foundation on the Park site within three months after approval under update of the Park Plan. (4) Taking by any federal, state or local government by condemnation or otherwise. (5) Bankruptcy or insolvency of licensee.

Performance Bond: In the amount of twenty-five thousand dollars (\$25,000.00) conditioned on the performance of this agreement.

Utilities and Maintenance: Licensee's sole expense.

Security: Licensee's sole expense and responsibility to include security fencing around the project.

Insurance: Combined single limit of Five Hundred Thousand Dollars (\$500,000.00) for bodily injury, death and property damage, and excess liability umbrella form of Three Million Five Hundred Thousand Dollars (\$3,500,000.00) for bodily injury, death and property damage.

Other Conditions: By letter dated May 3, 1985, the FAA informed the Port that permanently establishing the Morasch House on a site acquired with Airport Development Aid Project (ADAP), funds in the North Sea-Tac Park would require that the current fair market value of the property be reinvested in an Airport Improvement Project (AIP) at the time of such permanent siting.



James D. Dwyer, Executive Director  
July 30, 1985  
Page 4

When such reinvestment is required by the FAA, the Parks Board will make payment to the Port for the value as determined by the FAA prior to obtaining permanent siting. On termination of this agreement, if the Parks Board is unable to perform any of its obligations under this License Agreement, the Morasch House will be demolished and/or removed from the property at no cost to the Port.

If King County or any other governmental entity will not accept the park property with the Morasch House sited thereon, then the Port will have the ability to terminate the occupancy by the Parks Board and require the removal and/or demolition of the Morasch House within thirty (30) days written notice at no cost to the Port.

Port may transfer this License Agreement without the consent of the Parks Board.

The Facilities and Real Estate Department requests execution of this License Agreement.

1114B/kvn

A handwritten signature in black ink, appearing to be 'MSD' with a long horizontal stroke extending to the right.

PORT OF SEATTLE  
MEMORANDUM

COMMISSION AGENDA

ITEM NO. 4e

DATE July 22, 1985  
TO James D. Dwyer, Executive Director  
FROM Walter D. Ritchie, Chief Engineer

DATE OF MEETING 8/13/85

SUBJECT Request for authorization to accept Contract No. 820-0332  
South Satellite B.I.T.S. - Station 16 Relocation  
Sea-Tac International Airport

The Chief Engineer requests authorization from the Commission to accept M. D. Moore Co., Inc. contract No. 820-0332 for the South Satellite B.I.T.S. - Station 16 Relocation at Sea-Tac International Airport.

PROJECT COST SUMMARY

Construction Costs

|   |                  |
|---|------------------|
| Original Contract Proposal              | \$312,000.00     |
| Executive-Authorized revisions in Scope | <u>10,465.00</u> |
| Total Contract Costs                    | 322,465.00       |
| State Sales Tax                         | <u>25,152.27</u> |
| TOTAL COSTS                             | \$347,617.27     |

SOURCE OF FUNDS

Funding for this project was obtained from the Airport Development Fund.

BACKGROUND

On October 25, 1983, the Commission authorized several improvements to expand the capacity of the South Satellite baggage systems to handle a significant increase in international air traffic through the South Satellite. Where the terminal once served the needs of four (4) airlines, now ten (10) international airlines have become users of the facility. With increasing frequency, facilities and systems were strained by the simultaneous arrival of several international flights.

James D. Dwyer  
July 22, 1985  
Page 2

SCOPE OF WORK

The work included the demolition of existing Station No. 16 and the reconstruction of a new Station No. 16 in the recently completed subbasement.

AUTHORIZATION BY THE COMMISSION

October 25, 1983

BIDS WERE RECEIVED AND OPENED

December 13, 1984

CONTRACT AWARDED BY THE COMMISSION

January 8, 1985

AMOUNT OF BID

\$312,000.00

EXECUTIVE-AUTHORIZED REVISIONS IN SCOPE

There were two (2) Executive-Authorized Revisions in Scope totaling \$10,465.00. These revisions are summarized as follows:

1. Revisions were made to the conveyor sections, walkways and crossover paths to provide baggage system clearance and prevent safety problems not foreseen in original design.

The revision also covered the removal of spare conveyor sections and B.I.T.S. trackage from the work area and delivery to the North Satellite storage area. Total cost.....\$9,933.00

2. A conveyor section was relocated to allow the installation of a stainless steel door frame and associated shrouding by the customs/recheck modifications contractor. Total cost....\$532.00

UNIT COST VARIATIONS

There were no Unit Cost Variations.

BID COMPARISON

- |                                     |              |
|-------------------------------------|--------------|
| 1. M. D. Moore Company, Inc.        | \$312,000.00 |
| 2. Atlas Construction Company, Inc. | 340,000.00   |
| 3. Austin Mac, Inc.                 | 381,000.00   |

The work has been completed, inspected and approved by the Port of Seattle Engineering Department and is now ready for acceptance by the Commission.

The Port of Seattle has received a Release of all Claims from the Contractor.

No other claims of any kind have been received against either the Port of Seattle or the Contractor and it is requested that authorization be granted to accept this contract.

USD

PORT OF SEATTLE  
MEMORANDUM

COMMISSION AGENDA

ITEM NUMBER 4/8

DATE July 31, 1985

DATE OF MEETING 8/13/85

TO James D. Dwyer, Executive Director

FROM Michael S. Lyons, Director, Facilities & Real Estate

SUBJECT Request for execution of Eighth Amendment to Concession Agreement L-774 with Host International, Inc. at Sea-Tac International Airport

Reason for Eighth Amendment: To re-enact the Seventh Amendment to Host's Concession Agreement with certain modifications related to MBE/WBE's participation.

This Eighth Amendment has been reviewed and approved as to legal form by Port counsel, executed by Host and execution by the Port Commission is recommended. The effectiveness of the Eighth Amendment is contingent upon FAA approval and the consent of surety.

On December 11, 1984, the Port Commission approved a Seventh Amendment to the Host Concession Agreement to conditionally add two 5-year options which would, if exercised, extend the term of the agreement to December 31, 2004. The Seventh Amendment also provided for Host to enter into limited partnership agreements with certifiable minority and women business enterprises in Host's operations at Sea-Tac International Airport. The effectiveness of the Seventh Amendment was subject to the consent of the Federal Aviation Administration. The FAA has not consented to the Seventh Amendment asserting that Host's implementation of the Seventh Amendment sublease provisions insufficiently complied with the requirements of Department of Transportation Minority Business Enterprises (MBE/WBE) regulations.

The Eighth Amendment will re-enact the Seventh Amendment dated December 11, 1984 subject to the same condition precedent of FAA approval of provisions relating to a sublease for the benefit of Minority Business Enterprises and Women Business Enterprises. Re-enactment of the Seventh Amendment is supplemented by the following additional provisions regarding the MBE/WBE sublease which the FAA has advised will satisfy their interpretation of applicable Department of Transportation regulations in 49 C.F.R. Part 23:

COMMISSION AGENDA

Memo to James D. Dwyer

July 31, 1985

Page 2

|  | <u>Basic Lease, if amended</u>   | <u>Eighth Amendment</u>   |
|--|--|---|
| Term/<br>Effective Date:                                       | April 8, 1963 to December 31, 1967 with two (2) six-year options extending term to December 31, 1979 and three (3) five-year options, if exercised, extending term to December 31, 1994.<br><br>Seventh Amendment conditionally adds two (2) five-year options, if exercised, extending term to December 31, 2004. | Same  |
| Minority and<br>Women Business<br>Enterprise<br>Participation: | Host must enter into a sublease agreement with Host International of Seattle, Ltd., a limited partnership, for the benefit of Minority and Women Business Enterprise within ninety (90) days from date of Seventh Amendment.   | Same, except that the 90-day period be changed to three (3) business days after notification of FAA approval of this Amendment.   |
| Bookstore<br>Operation:  |  | Sublessee will subcontract the operation of a bookstore to be located near the junction of Concourses C and D, or such other area as may be agreed upon by the parties, which will sell hard cover and soft cover books but no dated printed material such as magazines and newspapers. The operator of the bookstore will be an MBE or WBE, other than the limited partnership, to be selected by advertised competitive negotiations subject to approval by the Port and subject to certification with regard to MBE/WBE requirements by the Seattle Human Rights Department. |

COMMISSION AGENDA

Memo to James D. Dwyer

July 31, 1985

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Additional  
MBE/WBE  
Participation:

As Host exercises each renewal option granted by this Amendment (January 1, 1995 - December 31, 1999 and January 1, 2000 - December 31, 2004), Host and the Port will review the potential for increasing MBE and WBE participation in Host's activities at Sea-Tac beyond the then immediate participation of MBE and WBE as provided in this Amendment.

ACG:dat

2126R



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Northwest Mountain Region  
Colorado, Idaho, Montana,  
Oregon, Utah, Washington,  
Wyoming

17900 Pacific Highway South  
C-68988  
Seattle, Washington 98168

March 15, 1985

Mr. Richard Ford  
Executive Director  
Port of Seattle  
P.O. Box 1209  
Seattle, Washington 98111

Dear Mr. Ford:

On March 11, I received an opinion from our Headquarters Chief Counsel on your request for exemption regarding a proposed long-term lease with Host International. In his letter, the Chief Counsel confirms that the Federal Aviation Administration cannot recommend to the Secretary of the Department of Transportation that she grant an exemption to the Port of Seattle in regard to the proposed lease with Host International, Inc., at Seattle-Tacoma International Airport.

As we have previously discussed exclusive, long-term leases are prohibited under 49 CFR 23.43(d)(1) of the Department Minority Business Enterprise (MBE/WBE) regulations. Exemptions are granted only when two conditions are met by the airport operator: (1) the operator shows that "special local circumstances make it extraordinarily important to enter a long-term exclusive lease or other arrangements with a non-minority firm." and (2) there are guarantees of adequate MBE participation (e.g., through subleasing) throughout the entire life of the agreement."

It was determined that the Port has met the first condition, through its explanation of the investment made by Host International in the past and recently, necessitating adequate time for amortization. The Port, however, has not demonstrated that there will be adequate MBE/WBE participation. While various documents have identified minority and female firms as prospective participants, the form and extent of that participation does not meet the criterion set forth above. Following are problems they have noted:

1. The WBE appears to have been created by the individuals who own and control the MBE firms.
2. The women named as owners of the WBE, a firm known as "GMSS" appear to have no expertise or experience in operating businesses related to those of Host International, Inc.

3. There is no evidence that the women made an independent, substantial capital contribution toward the forming of GMSS.
4. The activities contemplated by the MBEs/WBE appear to be in the nature of those that could be performed by employees of Host International, rather than by independent businesses.
5. The arrangement, referred to as a "limited partnership," really seems to be a subcontract with firms established purely for the purpose of performing duties that could be done by Host employees. The practical effect is that the exemption, on this basis, would bar independent, functioning MBEs/WBEs from the food and beverage business on the airport for the next 20 years.

It should be noted that it is not necessary for the airport operator to guarantee both MBE and WBE involvement throughout the term of the lease or at the same time. While the involvement of both types of firms is preferred, the selection of the type and number of sublessees, joint ventures, or other participants is governed by the availability, the kinds of businesses needed, etc. The FAA will be happy to work with the Port in obtaining the requested exemption, if it provides a plan that will guarantee the adequate MBE/WBE involvement required.

In this regard, I have met with representatives of Host International, Port of Seattle, and the minority firm involved and feel confident that the counsel's expressed concerns will be resolved. I remain available to assist you if you desire.

Sincerely,



Arthur F. Fregoso  
Civil Rights Officer



PORT OF SEATTLE  
MEMORANDUM

COMMISSION AGENDA

ITEM NO. *5a*

DATE August 5, 1985

DATE OF MEETING 8/13/85

TO James D. Dwyer, Executive Director

FROM Frank Clark, Director of Marine Terminals

SUBJECT Request for Execution of First Amendment to Lease No. L-1469  
with Flex-Van Container Chassis at Terminal 115

Reason for Amendment:

Adjust rental for 5-year period beginning August 1, 1985, pursuant to basic lease, paragraph 3b.

This Amendment has been approved as to form by Port Counsel, executed by Lessee and subject to verification of liability insurance and receipt of surety, is ready for execution by the Port Commission.

|                      | <u>Basic Lease</u>   | <u>1st Amendment</u>  |
|----------------------|--|---|
| Term/Effective Date: | 10 years<br>Beginning August 1, 1980<br>Ending July 31, 1990           | This Amendment,<br>commencing Aug. 1, 1985,<br>adjusts rental for the<br>ensuing 5-year period.   |
| Use:                 | Storage of Empty<br>Containers.  |   |
| Area:                | 245,027 sq. ft. of<br>yard space of S.W.<br>corner of T-115.           |   |
| Rental               | 245,027 sq. ft. @ \$.045<br>sq. ft. mo. = \$11,026.00<br>per mo. (Rnd) | <u>For 2 years, beginning</u><br>Aug. 1, 1985 - Ending<br>July 31, 1987<br>245,027 sq.ft.<br>@ \$.05/sq. ft./mo. =<br><u>12,251.35 mo.</u><br><br><u>For 3 years, beginning</u><br>August 1, 1987 - Ending<br>July 31, 1990<br><br>245,027 sq. ft.<br>@ \$.055/sq. ft./mo. =<br><u>\$13,476.49 month.</u> |

James D. Dwyer, Executive Director  
August 5, 1985  
Page 2

Miscellaneous

As comparables, eight port leases on 4 terminals charge ground rent of \$.03 sq. ft. (plus %), to \$.05 sq. ft. per month.

Three neighboring non-Port properties charge ground rents from \$.03 sq. ft. per month to \$.05 sq. ft. per month.

Return: current value of \$8.00 per sq. ft, with rental of \$.05 sq. ft. mo. = 7 1/2% yr.



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PORT OF SEATTLE  
**MEMORANDUM**

COMMISSION AGENDA

ITEM NO. 56

DATE August 1, 1985  
TO James D. Dwyer, Executive Director  
FROM Frank Clark, Director, Marine Terminals

DATE OF MEETING 08/13/85

SUBJECT Request for Approval of Tariff Memo No. 135 to authorize amendment to Port of Seattle Terminals Tariff No. 3, F.M.C.-T No. 4 to increase rates for Temporary Non-Preferential Assignment, Wharfage and Dockage

The proposed increases in Dockage, Wharfage and Temporary Non-Preferential Assignment are consistent with other ports in the Northwest Marine Terminal Association and reflect increased cost associated with inflation, materials, and current deficiencies in certain rate categories. Based on 1984 experience, the increase in gross annual revenues to the Port would be approximately \$178,303.00.

TARIFF MEMO NO. 135

Port Commission approval is requested to make the following changes to Seattle Terminals Tariff No. 3, F.M.C.-T No. 4:

1. Increase Temporary Non-Preferential Assignment rates as provided in Item 2000 by 10%. The last increase was 6.6% effective August 1, 1984.
2. Increase NOS Wharfage rate as provided for in Item 3040 by 10%. The last increase was 6.6% effective August 1, 1984.
3. Increase Dockage rates as provided for in Item 7000 by 8.25%. The last increase was 5% effective August 1, 1984.

All rules, regulations and charges conflicting with provisions of the revised pages is hereby repealed.

The Tariff Issuing Agent will file the following said schedules with the Federal Maritime Commission reflecting these changes on:

Port of Seattle Terminal Tariff No. 3, F.M.C.-T No. 4:

4th Revised Page No. 48 Correction No. 343  
5th Revised Page No. 53 Correction No. 344  
5th Revised Page No. 129 Correction No. 345  
6th Revised Page No. 130 Correction No. 346

The proposed effective date of these changes is September 13, 1985.

PF/0988r

cc: Neumiller, Dyson, Kelly, McGrath, Steyh, Stuntz, Thompson

# PORT OF SEATTLE

TERMINALS TARIFF NO.3  
F.M.C.-T NO.4

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## SECTION TWO - TNPA RULES AND REGULATIONS

Rates are in dollars and cents as indicated

ITEM

### TEMPORARY NON-PREFERENTIAL ASSIGNMENT CONDITIONS (continued)

2000  
cont'd

Vessel reservations and assignments will be arranged by the Port of Seattle. The terms of this Item apply on vessel-to-vessel basis and charges will be assessed to the assignee.

All books, records, and accounts of the assignee pertaining to the operation of the business herein authorized which are material or relevant in computing and verify the assessment of terminal charges provided for herein shall be open to inspection and auditing by a representative or representatives of the Port at any reasonable time for the purpose of verifying the amount(s) payable hereunder.

### TEMPORARY NON-PREFERENTIAL ASSIGNMENT - RATES

Rate

|  |          |
|--|----------|
| Cargo, NOS, per 1000 kg. . . . .                       | ♦ \$1.50 |
| Lumber and Cants, per MBM, as freighted. . . . .       | ♦ \$1.36 |
| Piling, Poles, Logs, per MBM, Brereton Scale . . . . . | ♦ \$1.36 |

Containerized cargo and empty containers as defined in Item 4000, unit rates as follows:

| <u>Overall Length in Meters</u> |                   | <u>Per Unit</u>                       |                                  |
|---------------------------------|-------------------|---------------------------------------|----------------------------------|
|                                 |                   | <u>Loaded (Wharfage Not Included)</u> | <u>Empty (Includes Wharfage)</u> |
| <u>(Over)</u>                   | <u>(Not Over)</u> |                                       |                                  |
| 0                               | 7                 | ♦ \$14.28                             |                                  |
| 7                               | 9                 | ♦ 21.59                               |                                  |
| 9                               | Over              | ♦ 26.44                               |                                  |

FOR EXPLANATION OF REFERENCE MARKS AND ABBREVIATIONS SEE ITEM 15.

ISSUED: July 10, 1984

CORR\* 255

EFFECTIVE: August 1, 1984

8001N-66

(TM 121)

PRESENT TARIFF PAGE

130-81a rev. 10/81

SECTION TWO - TNPA RULES AND REGULATIONS

Rates are in dollars and cents as indicated

ITEM

TEMPORARY NON-PREFERENTIAL ASSIGNMENT CONDITIONS (continued)

2000  
cont'd

Vessel reservations and assignments will be arranged by the Port of Seattle. The terms of this Item apply on vessel-to-vessel basis and charges will be assessed to the assignee.

All books, records, and accounts of the assignee pertaining to the operation of the business herein authorized which are material or relevant in computing and verify the assessment of terminal charges provided for herein shall be open to inspection and auditing by a representative or representatives of the Port at any reasonable time for the purpose of verifying the amount(s) payable hereunder.

TEMPORARY NON-PREFERENTIAL ASSIGNMENT - RATES

|  | <u>Rate</u> |
|--|-------------|
| Cargo, NOS, per 1000 kg. . . . .                       | ♦ \$1.65    |
| Lumber and Cants, per MBM, as freighted. . . . .       | ♦ \$1.50    |
| Piling, Poles, Logs, per MBM, Brereton Scale . . . . . | ♦ \$1.50    |

Containerized cargo and empty containers as defined in Item 4000, unit rates as follows:

| <u>Overall Length in Meters</u> |                   | <u>Per Unit</u>                       |                                  |
|---------------------------------|-------------------|---------------------------------------|----------------------------------|
| <u>(Over)</u>                   | <u>(Not Over)</u> | <u>Loaded (Wharfage Not Included)</u> | <u>Empty (Includes Wharfage)</u> |
| 0                               | 7                 | ♦ \$15.71                             |                                  |
| 7                               | 9                 | ♦ 23.75                               |                                  |
| 9                               | Over              | ♦ 29.08                               |                                  |

FOR EXPLANATION OF REFERENCE MARKS AND ABBREVIATIONS SEE ITEM 15.

ISSUED: August 13, 1985

CORR\* 343

EFFECTIVE: September 13, 1985

# PORT OF SEATTLE

TERMINALS TARIFF NO.3  
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## SECTION THREE, PART 2 - CARLOADING AND UNLOADING AND WHARFAGE RATES

Except as otherwise provided, rates are in cents per 1000 kg

ITEM

| Commodity   | Car Ldg<br>and Unldg | Wharfage |      |
|---|----------------------|----------|------|
| <u>ALL CARGO, NOS</u>   |                      |          | 3040 |
| <p>Rates apply per 1000 kg or per cubic meter, as manifested by vessel for revenue purposes. When no specific commodity rate is named in this tariff, or freight is manifested by vessel on a per package or per container basis, charges will be assessed on the applicable NOS rate, whichever creates the greater revenue.</p> |                      |          |      |
| per 1000 kg . . . . .   | (1)2646              | ♦ 400    |      |
| per cubic meter . . . . .   | (2)2122              | ♦ (3)320 |      |
| <p>(1) When cargo is unitized or packaged by the shipper in units to permit a completely mechanized forklift car loading or unloading operation, the rate will be \$9.18 per 1000 kg.</p>   |                      |          |      |
| <p>(2) When charges for car loading or unloading are assessed per cubic meter, they will not exceed the charges which apply at double the rate per 1000 kg.</p>   |                      |          |      |
| <p>(3) When charges for wharfage are assessed per cubic meter, they will not exceed the charges which would apply at four (4) times the rate per 1000 kg.</p>   |                      |          |      |
| <u>APPLIANCES, Electrical and Parts, viz:</u>   |                      |          | 3060 |
| Household . . . . .   | *                    | ♦ 571    | ♦    |
| <u>BEVERAGES, viz:</u>  |                      |          | 3070 |
| Alcoholic, except beer, ale, and stout . .  | *                    | ♦ 571    | ♦    |
| Beer, ale, and stout . . . . .  | *                    | ♦ 400    |      |
| <p>*Cargo NOS rates in Item 3040 apply.</p>   |                      |          |      |

FOR EXPLANATION OF REFERENCE MARKS AND ABBREVIATIONS SEE ITEM 15.

ISSUED: July 10, 1984

CORR\* 257

EFFECTIVE: August 1, 1984

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## SECTION THREE, PART 2 - CARLOADING AND UNLOADING AND WHARFAGE RATES

Except as otherwise provided, rates are in cents per 1000 kg

ITEM

| Commodity  | Car Ldg<br>and Unldg | Wharfage | ITEM |
|--|----------------------|----------|------|
| <u>ALL CARGO, NOS</u>  |                      |          | 3040 |
| <p>Rates apply per 1000 kg or per cubic meter, as manifested by vessel for revenue purposes. When no specific commodity rate is named in this tariff, or freight is manifested by vessel on a per package or per container basis, charges will be assessed on the applicable NOS rate, whichever creates the greater revenue.</p> <p>per 1000 kg . . . . . (1)2646      ♦      440</p> <p>per cubic meter . . . . . (2)2122      ♦      (3)352</p> <p>(1) When cargo is unitized or packaged by the shipper in units to permit a completely mechanized forklift car loading or unloading operation, the rate will be \$9.18 per 1000 kg.</p> <p>(2) When charges for car loading or unloading are assessed per cubic meter, they will not exceed the charges which apply at double the rate per 1000 kg.</p> <p>(3) When charges for wharfage are assessed per cubic meter, they will not exceed the charges which would apply at four (4) times the rate per 1000 kg.</p> |                      |          |      |
| <u>APPLIANCES, Electrical and Parts, viz:</u>  |                      |          | 3060 |
| Household . . . . .  | *                    | 571      |      |
| <u>BEVERAGES, viz:</u>   |                      |          | 3070 |
| Alcoholic, except beer, ale, and stout . .   | *                    | 571      |      |
| Beer, ale, and stout . . . . .   | *                    | 400      |      |

\*Cargo NOS rates in Item 3040 apply.

FOR EXPLANATION OF REFERENCE MARKS AND ABBREVIATIONS SEE ITEM 15.

ISSUED: August 13, 1985

CORR.\* 344

EFFECTIVE: September 13, 1985

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## SECTION SEVEN - DOCKAGE RULES, REGULATIONS, AND RATES

Rates are in Dollars

ITEM

### DOCKAGE (continued)

#### (F) DOCKAGE RATES WILL BE ASSESSED AS FOLLOWS:

Rates in dollars per 24-hour period or portion thereof.

| Length-Over-All in Meters |              | Charge per 24-hour Day<br>or Fraction Thereof |          |
|---------------------------|--------------|---|----------|
| Over                      | But Not Over | Note A  | Note B   |
| 0                         | 107          | ♦ \$ 432                                      | ♦ \$ 864 |
| 107                       | 114          | ♦ 538   | ♦ 1,076  |
| 114                       | 122          | ♦ 591   | ♦ 1,182  |
| 122                       | 130          | ♦ 656   | ♦ 1,312  |
| 130                       | 137          | ♦ 728   | ♦ 1,456  |
| 137                       | 145          | ♦ 785   | ♦ 1,570  |
| 145                       | 152          | ♦ 862   | ♦ 1,724  |
| 152                       | 160          | ♦ 978   | ♦ 1,956  |
| 160                       | 168          | ♦ 1,052                                       | ♦ 2,104  |
| 168                       | 175          | ♦ 1,142                                       | ♦ 2,284  |
| 175                       | 183          | ♦ 1,269                                       | ♦ 2,538  |
| 183                       | 191          | ♦ 1,446                                       | ♦ 2,892  |
| 191                       | 198          | ♦ 1,683                                       | ♦ 3,366  |
| 198                       | 206          | ♦ 1,914                                       | ♦ 3,828  |
| 206                       | 213          | ♦ 2,161                                       | ♦ 4,322  |
| 213                       | 221          | ♦ 2,503                                       | ♦ 5,006  |
| 221                       | 229          | ♦ 2,863                                       | ♦ 5,726  |
| 229                       | 236          | ♦ 3,247                                       | ♦ 6,494  |
| 236                       | 244          | ♦ 3,647                                       | ♦ 7,294  |
| 244                       | 259          | ♦ 4,188                                       | ♦ 8,376  |
| 259                       | 274          | ♦ 4,766                                       | ♦ 9,532  |
| 274                       | 290          | ♦ 5,370                                       | ♦ 10,740 |
| 290                       | -            | (1)   | (1)      |

Note A: Applies to all terminals except Pier 86.

Note B: Applies to Pier 86 Grain Terminal (Subject to Note 5).

(1) For vessels exceeding 290 meters, add ♦ \$679 - Note A, or ♦ \$2360 - Note B, per 15 meters or portion thereof of length-over-all exceeding 290 meters to dockage rate for vessel 290 meters length-over-all.

(Continued on next page)

7000  
cont'd

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FOR EXPLANATION OF REFERENCE MARKS AND ABBREVIATIONS SEE ITEM 15.

ISSUED: July 10, 1984

CORR.\* 275

EFFECTIVE: August 1, 1984



# PORT OF SEATTLE

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## SECTION SEVEN - DOCKAGE RULES, REGULATIONS, AND RATES

Rates are in Dollars

ITEM

### DOCKAGE (continued)

7000  
cont'd

#### (F) DOCKAGE RATES WILL BE ASSESSED AS FOLLOWS:

Rates in dollars per 24-hour period or portion thereof.

| <u>Length-Over-All in Meters</u> |                     | <u>Charge per 24-hour Day or Fraction Thereof</u> |               |
|----------------------------------|---------------------|---|---------------|
| <u>Over</u>                      | <u>But Not Over</u> | <u>Note A</u>                                     | <u>Note B</u> |
| 0                                | 107                 | ♦ \$ 468  | ♦ \$ 935      |
| 107                              | 114                 | ♦ 582   | ♦ 1,165       |
| 114                              | 122                 | ♦ 640   | ♦ 1,280       |
| 122                              | 130                 | ♦ 710   | ♦ 1,420       |
| 130                              | 137                 | ♦ 788   | ♦ 1,576       |
| 137                              | 145                 | ♦ 850   | ♦ 1,700       |
| 145                              | 152                 | ♦ 933   | ♦ 1,866       |
| 152                              | 160                 | ♦ 1,059   | ♦ 2,117       |
| 160                              | 168                 | ♦ 1,139   | ♦ 2,278       |
| 168                              | 175                 | ♦ 1,236   | ♦ 2,472       |
| 175                              | 183                 | ♦ 1,374   | ♦ 2,747       |
| 183                              | 191                 | ♦ 1,565   | ♦ 3,131       |
| 191                              | 198                 | ♦ 1,822   | ♦ 3,644       |
| 198                              | 206                 | ♦ 2,072   | ♦ 4,144       |
| 206                              | 213                 | ♦ 2,339   | ♦ 4,679       |
| 213                              | 221                 | ♦ 2,709   | ♦ 5,419       |
| 221                              | 229                 | ♦ 3,099   | ♦ 6,198       |
| 229                              | 236                 | ♦ 3,515   | ♦ 7,030       |
| 236                              | 244                 | ♦ 3,948   | ♦ 7,896       |
| 244                              | 259                 | ♦ 4,534   | ♦ 9,067       |
| 259                              | 274                 | ♦ 5,159   | ♦ 10,318      |
| 274                              | 290                 | ♦ 5,813   | ♦ 11,626      |
| 290                              | -                   | (1)   | (1)           |

Note A: Applies to all terminals except Pier 86.

Note B: Applies to Pier 86 Grain Terminal (Subject to Note 5).

(1) For vessels exceeding 290 meters, add ♦ \$735 - Note A, or ♦ \$2555 - Note B, per 15 meters or portion thereof of length-over-all exceeding 290 meters to dockage rate for vessel 290 meters length-over-all.

(Continued on next page)

FOR EXPLANATION OF REFERENCE MARKS AND ABBREVIATIONS SEE ITEM 15.

ISSUED: August 13, 1985

CORR.\* 345

EFFECTIVE: September 13, 1985

# PORT OF SEATTLE

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## SECTION SEVEN - DOCKAGE RULES, REGULATIONS, AND RATES

Rates are in Dollars

ITEM

### DOCKAGE (continued)

7000  
cont'd

#### (G) SPECIAL RATES ON LIGHTERS, BARGES AND TUGS

Barges receiving or discharging fuel at Terminal 19 ♦\$58.24 per 24-hour period or portion thereof.

Tugs less than 40 meters in length-over-all will be charged ♦\$0.29 per meter while receiving fuel.

Lash lighters ♦ \$58.24 per 24-hour period or portion thereof.

#### (H) DOCKAGE FOR IDLE BARGES AND VESSELS

Idle barges (Subject to Notes 1, 2 and 4) and dead vessels (Subject to Note 3) will be charged fifty percent (50%) of Column A rates in Item 7000(F).

#### (I) DOCKAGE FOR SMALL CRUISE LINE VESSELS

When small cruise line vessels meet all of the following requirements, dockage will be charged at a rate of ♦\$216.00:

- (1) The LOA of the vessel must be less than 50 meters,
- (2) The stay in the port is 12 hours or less, and
- (3) When charges are paid at rates named in Item 1480 for passengers embarking or debarking.

Note 1: Minimum charge - ♦\$584.26; maximum charge - ♦\$4,028.76 per month.

Note 2: For purposes of this item, "idle" is defined as:

- (1) Idle empty barges in lay-up status, or
- (2) Barges that have been loaded and are in lay-up awaiting dispatch or in lay-up awaiting cargo to complete loading,
- (3) Barges not under repair and not being cleaned.

Note 3: For purposes of this item, "dead vessels" are defined as:

- (1) Idle vessels not in position to load or unload, not under repair and without operating crew.

Note 4: Project rates for barges available on request.

(Continued on next page)

FOR EXPLANATION OF REFERENCE MARKS AND ABBREVIATIONS SEE ITEM 15.

ISSUED: July 10, 1984

CORR\* 276

EFFECTIVE: August 1, 1984

# PORT OF SEATTLE

TERMINALS TARIFF NO.3  
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## SECTION SEVEN - DOCKAGE RULES, REGULATIONS, AND RATES

Rates are in Dollars

ITEM

### DOCKAGE (continued)

7000  
cont'd

#### (G) SPECIAL RATES ON LIGHTERS, BARGES AND TUGS

Barges receiving or discharging fuel at Terminal 19 ♦ \$63.04 per 24-hour period or portion thereof.

Tugs less than 40 meters in length-over-all will be charged ♦ \$0.31 per meter while receiving fuel.

Lash lighters ♦ \$63.04 per 24-hour period or portion thereof.

#### (H) DOCKAGE FOR IDLE BARGES AND VESSELS

Idle barges (Subject to Notes 1, 2 and 4) and dead vessels (Subject to Note 3) will be charged fifty percent (50%) of Column A rates in Item 7000(F).

#### (I) DOCKAGE FOR SMALL CRUISE LINE VESSELS

When small cruise line vessels meet all of the following requirements, dockage will be charged at a rate of ♦ \$233.82:

- (1) The LOA of the vessel must be less than 50 meters,
- (2) The stay in the port is 12 hours or less, and
- (3) When charges are paid at rates named in Item 1480 for passengers embarking or debarking.

Note 1: Minimum charge - ♦ \$632.46; maximum charge - ♦ \$4,361.13 per month.

Note 2: For purposes of this item, "idle" is defined as:

- (1) Idle empty barges in lay-up status, or
- (2) Barges that have been loaded and are in lay-up awaiting dispatch or in lay-up awaiting cargo to complete loading,
- (3) Barges not under repair and not being cleaned.

Note 3: For purposes of this item, "dead vessels" are defined as:

- (1) Idle vessels not in position to load or unload, not under repair and without operating crew.

Note 4: Project rates for barges available on request.

(Continued on next page)

FOR EXPLANATION OF REFERENCE MARKS AND ABBREVIATIONS SEE ITEM 15.

ISSUED: August 13, 1985

CORR.\* 346

EFFECTIVE: September 13, 1985

PORT OF SEATTLE  
**MEMORANDUM**

COMMISSION AGENDA

ITEM NO. 5c

July 26, 1985

DATE OF MEETING 8/13/85

James D. Dwyer, Executive Director

Walter D. Ritchie, Chief Engineer

Request for authorization to accept Contract No. 820-0311  
Warehouse No. 1, Bays 3, 4, 5 Roof Replacement  
Terminal 106

The Chief Engineer requests authorization from the Commission to accept  
Allerton Painting, Inc. Contract No. 820-0311 for the Warehouse No. 1, Bays 3,  
4, 5 Roof Replacement at Terminal 106.

PROJECT COST SUMMARY

Construction Costs:

|   |                  |
|---|------------------|
| Original Contract Amount                | \$541,000.00     |
| Executive Authorized Revisions in Scope | 19,100.00        |
| Unit Cost Variations                    | (18,772.38)      |
| Provide Security Guard                  | <u>(53.69)</u>   |
| Subtotal                                | \$541,273.93     |
| State Sales Tax                         | <u>42,760.64</u> |
| TOTAL PROJECT COST                      | \$584,034.57     |

SOURCE OF FUNDS

Funds for this project were obtained from the Port's account.

BACKGROUND

Warehouse No. 1, formerly the Parr Warehouse, was purchased by the Port in April of 1970. The existing roof system of bays 3, 4, and 5 was comprised of two roofs: an original 5-ply gravel roof overlaid with 1-inch fiber board and a 4-ply roof on top. The top roof was treated with a resaturant in 1982. During unusually cold weather last winter, thermal shock to the roof caused the membrane to split and crack over bays 3, 4, and 5.

James D. Dwyer  
July 26, 1985  
Page 2

SCOPE OF WORK

Work included removing and replacing approximately 272,000 square feet (6 acres) of roofing with a new roof system,. All skylights on bays 3, 4, and 5 were demolished and the openings redecked. Concrete firewalls between the bays were covered with sheetmetal.

AUTHORIZATION BY THE COMMISSION. . . . . April 24, 1984

BIDS WERE RECEIVED AND OPENED. . . . . May 24, 1984

CONTRACT AWARDED BY THE COMMISSION . . . . . June 12, 1984

AMOUNT OF BID. . . . . \$541,000.00

EXECUTIVE AUTHORIZED REVISION IN SCOPE

There was one Executive Authorized Revision in Scope totalling \$19,100.00.

Because of the picketing at the job site and walkouts, the Contractor's access to the site was restricted to a single entrance from East Marginal Way South adjacent to the northeast corner of building W-1. The Contractor claimed lost or decreased production.

Because of this restriction, the contract time was extended 12 days.

The requirement for clean-up inside the warehouse was deleted from the contract.

UNIT COST VARIATIONS

1. Schedule

|                          | <u>Proposal</u> | <u>Contract</u> | <u>Decrease</u> |
|--------------------------|-----------------|-----------------|-----------------|
|                          | <u>Amount</u>   | <u>Amount</u>   |                 |
| Item 3. 2" T&G 2nd 10MBM | 7,500.00        | 3,886.50        | 3,613.50        |
| Item 4. 2" T&G 3rd 10MBM | 7,500.00        | 0.00            | 7,500.00        |
| Item 5. Purlin Timber    | 6,000.00        | 818.88          | 5,182.00        |
| Item 6. 6"x6"x1/2" Angle | 3,500.00        | 1,023.12        | 2,476.88        |

2. Decrease in Unit Costs. \$18,772.38

3. Explanation of Unit Cost Variations

With the removal of the old roofing, less dryrot was found than had been anticipated requiring less timber decking and fewer purlin replacement.

James D. Dwyer  
July 26, 1985  
Page 2

SECURITY GUARD

The contractor failed to close an opening in the roof at the end of a work day and the Port had to hire a security guard. Costs were billed the contractor.

BID COMPARTISON

|    |  |              |
|----|--|--------------|
| 1. | Atterton Painting Inc.                   | \$541,000.00 |
| 2. | Polymembrane Systems, Inc.               | 588,600.00   |
| 3. | Queen City Sheet Metal and Roofing, Inc. | 611,690.00   |
| 4. | Pacific Rainier Roofing                  | 628,181.00   |
| 5. | Scholten Roofing, Inc.                   | 651,979.00   |

All of the above work has been completed, inspected and approved by the Port of Seattle Engineering Department and is now ready for acceptance by the Commission.

The Port of Seattle has received a Release of all Claims from the Contractor.

No other claims of any kind have been received against either the Port of Seattle or the Contractor, and it is requested that authorization be granted to accept this contract.

*WDP*

dqs/1698E  
W. O. D-3215

PORT OF SEATTLE  
**MEMORANDUM**

COMMISSION AGENDA

DATE August 13, 1985  
TO James D. Dwyer, Executive Director ITEM NO. 6a  
FROM Le Roi Smith, Equal Employment Officer DATE OF MEETING August 13, 1985  
SUBJECT 1984 Equal Employment Review

INTRODUCTION

Each year the Equal Employment Office reviews Port programs and future plans for the Port's equal opportunities and affirmative action programs. There are several distinct functions/programs:

- 1) Employment
- 2) M/WBE Program: Construction
- 3) M/WBE Program: Consulting
- 4) M/WBE Program: Purchasing
- 5) M/WBE Program: Small Works
- 6) Discrimination Complaints
- 7) Contract Compliance

This Section's formal work products are prepared for overall review and comparative measurement devices, periodically throughout the year. It should be noted however the large degree of on-going EEO professional staff, inter departmental and outside Port communications and activities that are not documented; but are highly visible to those directly involved and impacted by the seven functions/programs listed. The work products that are reported formally include:

- 1) Annual Department Plans for M/WBE participation and Employment
- 2) Quarterly Employment and M/WBE Status Reports
- 3) The Annual Program Review to Executive and the Commission
- 4) Annual Affirmative Action Plan

SUMMARY

The following are highlights of the 1984 Annual Review, displaying the areas that met or exceeded our goals and those areas that need improvement:

|                               | <u>GOALS</u> | <u>ACTUAL</u> | <u>RESULT</u> | <u>REQUIRE<br/>IMPROVEMENTS</u> |
|-------------------------------|--------------|---------------|---------------|---------------------------------|
| 1. <u>Employment</u>          |              |               |               |                                 |
| a) Minorities                 | 20%          | 21.5%         | + 1.5%        |                                 |
| b) Women                      | 33%          | 33.4%         | + .4%         |                                 |
| 2. <u>Construction</u>        |              |               |               |                                 |
| a) MBE's                      | 10%          | 8.7%          | - 1.3%        | *                               |
| b) WBE's                      | 3%           | 6.6%          | + 3.6%        |                                 |
| 3. <u>Consulting</u>          |              |               |               |                                 |
| a) MBE's                      | 10%          | 9.2%          | - .8%         | *                               |
| b) WBE's                      | 3%           | 3.2%          | + .2%         |                                 |
| <u>Purchasing</u>             |              |               |               |                                 |
| a) MBE's                      | 10%          | 21.1%         | +11.1%        |                                 |
| b) WBE's                      | 3%           | 1.6%          | - 1.4%        | *                               |
| 5. <u>Small Works</u>         |              |               |               |                                 |
| a) MBE's                      | 10%          | 7 %           | - 3 %         | *                               |
| b) WBE's                      | 3%           | 13.9%         | +10.9%        |                                 |
| 6. <u>Contract Compliance</u> |              |               |               |                                 |
| a) Minorities                 | 13%          | 18.9%         | + 5.9%        |                                 |
| b) Women                      | 12%          | 7.7%          | - 4.3%        | *                               |
| TOTAL OVERALL MBE/WBE (2 - 5) |              |               |               |                                 |
| a) MBE                        | 10%          | 10.36%        | + .36%        |                                 |
| b) WBE                        | 3%           | 4.5 %         | 1.5%          |                                 |

\* Less than the Port's Goals



### AGENCY COMPARISONS

Questions are raised frequently in regards to how the Port compares to other municipal agencies. The following is a comparative summary. There are differences between agencies in the types of construction, consulting activities and the way that they are costed. Overall, the Port is comparable to all other agencies, however there are gaps in construction and consulting.

### OVERALL

|        | <u>TOTAL</u>     | <u>MBE</u> | <u>WBE</u> |
|--------|------------------|------------|------------|
| Port   | \$ 44,323,216.28 | 10.36%     | 4.51%      |
| City   | \$118,519,614    | 8.65%      | 4.3 %      |
| County | \$ 36,848,385    | 10.9 %     | 4.28%      |
| Metro  |                  |            |            |
| State  | \$602,041,000    | 8.06%      | 4.0 %      |

The participation levels of the Port's M/WBE program for MBE's in Construction, Consulting and Small Works are below our goals and other local agencies. However, the WBE participation for purchasing exceeded the other local agencies, but fell short of the Port's goal.

### EVALUATION OF PORT PERFORMANCE

The Port should increase its efforts in MBE participation for Construction, Consulting and Small works.

The other local area agency programs are either comparable to our own goals and other municipalities or in the case of Purchasing the goals are exceeded.

Details of the program, a description, status, discussion, problems and program improvements are noted in the 1984 Annual Review.

### CONCLUSION

Overall the Port did well in meeting its targets for employment and M/WBE participation: Goals met or exceeded include 7 of the 12 categories listed above.

Improvements can always be made to an EEO and AA program; the Port is no exception. For example, for some of the deficient categories noted:

- 1) Additional EEO staffing
- 2) Completing of the Interlocal Agreement with the City of Seattle
- 3) Analysis and identification of additional out-of-area M/WBE vendors
- 4) Consulting is close to the goal and through more department commitments can be met
- 5) Increased communications with the M/WBE community through informal meetings.

A handwritten signature in black ink, appearing to read "J. K. A.", with a long horizontal flourish extending to the right.

PORT OF SEATTLE  
**MEMORANDUM**

COMMISSION AGENDA

ITEM NO. 66

DATE July 30, 1985

DATE OF MEETING 8/13/85

TO James D. Dwyer, Executive Director

FROM Larry Wheeler, Director of Labor Relations

SUBJECT Request for Authorization for the Executive Director to Execute a revised Supplemental Agreement to the "Agreement between Port of Seattle and the International Longshoremen's and Warehousemen's Union, Local #9"

Authorization is requested for the Executive Director to execute a revised Supplemental Agreement to the "Agreement between Port of Seattle and the International Longshoremen's and Warehousemen's Union, Local #9 - July 1, 1981, to June 30, 1984," (Primary Agreement). This proposed Revised Supplemental Agreement supersedes the previous Supplemental Agreement executed May 25, 1983, and modifies and adds to the Primary Agreement. The Revised Supplemental Agreement was mutually developed in the interest of providing job opportunities for the Union membership and to establish improved business opportunity for the Port of Seattle.

The proposed revised Supplemental Agreement incorporates the provisions of the former Supplemental Agreement and includes the following changes:

1. Wage Schedule and Seniority List - Employees would be divided into three groups.

"A" Seniority List

Wage rates would remain as indicated in Appendix "A" of the previous Supplemental Agreement with the skill rate at \$15.25 per hour.

The "A" List is guaranteed at 82 employees.

Current employees on the seniority list would be "Grandfathered."  
(These employees continue to be entitled to the severance pay option in accordance with the previous Supplemental Agreement.)

The balance of the "A" List would be filled with new seniority employees. (These employees would not be entitled to the severance pay option.)

"B" Seniority List

Reduced wage rates for all work would be established as indicated below. The entry level rate would be tied to the "A" rate on a cents per hour basis and would change if there were a negotiated change in the "A" List rate after July 1, 1986. In the event of a change in the "A" List rate, the first six-month increment would remain at \$1.00 above entry level and the following increments would remain at 50¢ each six months.

|          |         |
|----------|---------|
| Entry    | \$11.25 |
| 6 months | 12.25   |
| 1 Year   | 12.75   |
| 1.5 Yrs  | 13.25   |
| 2 Years  | 13.75   |
| 2.5 Yrs  | 14.25   |
| 3 Years  | 14.75   |

A minimum of 20 additional employees would be required to fill vacancies on the "B" List after "A" List vacancies have been filled. "B" List employees would not be eligible for "A" list promotions, but if assigned as a temporary foreman they would receive the "A" rate. They would not be entitled to the severance pay option.

"Casuals" - Employed as needed after "B" list is selected.

A reduced wage rate for all work would be established at \$10.00 per hour. This rate would be tied to the "A" rate on a cents per hour basis and would change if there were a negotiated change in the "A" List rate after July 1, 1986.

2. Holiday, Vacation, Health & Welfare, and Pension Benefits

- "A" and "B" List employees would be eligible for Holiday, Vacation, Health & Welfare, and Pension benefits in accordance with conditions established in the Primary Agreement.
- "Casuals" would be eligible for Vacation, Health & Welfare, and Pension benefits in accordance with conditions established in the Primary Agreement. (There are no paid holidays for casuals)

James D. Dwyer, Executive Director  
Request for Authorization for the Executive Director to Execute a Revised  
Supplemental Agreement with I.L.W.U., Local No. 9  
July 30, 1985  
Page 3

3. Shift Differential

The shift differential for all employees would be 40¢ per hour in accordance with the Primary Agreement.

4. Three Day Guarantee

The three day guarantee would be limited to "A" List employees.

There are currently 59 employees on the seniority list. Including seniority employees and casuals, during the month of June, there was an average equivalent of 110 employees being compensated at the \$15.25 rate.



cc: Belford, Dingfield, Loux, Clark

PORT OF SEATTLE  
**MEMORANDUM**

Revised 8/12/85

COMMISSION AGENDA

ITEM No. 6C

DATE August 12, 1985

DATE OF MEETING 8/13/85

TO James D. Dwyer, Executive Director

FROM John G. Belford, Deputy Executive Director 

SUBJECT Request for Authorization For Commission Travel

It is recommended that Commission authorization be granted for Port Commission to participate in the following functions on Port business, and that the Port Auditor be directed to reimburse the Port Commissioners for expenses incurred, including promotional hosting.

September 10 - 17, 1985 Copenhagen, Denmark; Stockholm, Sweden;  
Oslo, Norway

To participate in a workshop with 15 hotel and tour operators, as part of the Port's tourism program, in conjunction with Scandinavian Airlines, to promote Seattle as a destination point.

Port Commissioner Henry T. Simonson will attend.

September 15 - 19, 1985 Portland, Oregon

To participate in the 74th Annual Convention of the American Association of Port Authorities.

Attendees will be designated at a later date and will include such members as may be required to accomplish the Port's purposes.

se/0630X