

June 12, 2018

Stephanie Bowman
Ryan Calkins
Fred Felleman
Courtney Gregoire, President
Peter Steinbrueck

Dear Seattle Port Commissioners:

The attached letter from 2007, from an engineering firm, estimates costs to fix or replace the public fishing pier. The projected cost of ~~replacing~~^{RECONSTRUCTING} the pier was \$1.3 million. The Port's estimate in June 2017, also attached, based on one potential contractor's estimate, is nearly \$4 million. How could the cost increase so exponentially? In my experience, which admittedly is fairly limited, public agencies sometimes inflate the cost of a solution to a problem when they don't want to go with that particular solution. I don't know if that is true in this case, but the great difference in estimates did make me wonder. In my humble opinion, I think the POS should have the same engineering firm inspect the pier again and should get additional bids to repair the structure, not replace it.

Also attached: 1) Photos of the amenities on the pier, the shelter, the seating, etc., that I took a year ago, on June 10, 2017; 2) The 1979 maintenance agreement for the public fishing pier between the Port of Seattle and the Washington Department of Fish & Wildlife.

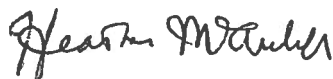
I have questions:

Why is it that the engineer's report indicate that the ~~piers~~^{PILES} underneath are okay but the POS's estimate says they have to be replaced? The 2007 engineer's report suggests that the decking is the problem, not the whole structure.

Who owns the pier? Why was it left this way? Was it left with minimum maintenance since perhaps as long ago as 1979? Why is it being assumed that private funding is the only option? Why was the grant turned down?

I continue to be very concerned that whichever public agency owns the public fishing pier is proceeding with a plan to sell the pier to Expedia. Don't allow this public amenity to pass into private hands, please.

Respectfully,



Heather McAuliffe
124 Warren Ave N. #304
Seattle, WA 98109



Incorporated

CONSULTING
ENGINEERS

June 14, 2007

PND No. 054037.14

Rod Jackson, Project Manager
Seattle Seaport
Port of Seattle
2711 Alaskan Way
Seattle, WA 98121

RE: Terminal 86 Site Condition Survey

Dear Rod:

The following letter summarizes our condition survey and recommendations as directed by the scope of work presented in Task 14 of our contract Amendment. In brief summary this was to conduct a site investigation of the Fishing Pier (Terminal 86) and update the expected repair cost based on the previous work done in 2001. Once completed, provide assessment of those repairs and compare to other construction options.

The inspection was conducted in two phases, a top side inspection and then an under side inspection. The under side inspection was completed with assistance from POS maintenance and an inspection boat at low tide. Both of these inspections were conducted by me and documented by the Photo Log presented in Appendix A. In addition to the site inspection, POS provided a copy of the previously prepared contract drawings (This work was not completed by the POS.) and the associated cost estimate. A summary of our findings is as follows:

Inspection

Foundations – The concrete piles appear to be in good shape. Other than a few rust spots at the top of the piles, no distress of these members were observed. The underside visual inspection was conducted at a -1.0 MLLW tide elevation. No diver was used to look at mudline conditions. No problems are anticipated.

Pile Caps – Pile caps are also in good shape. A few areas show rebar corrosion. No major spalling is anticipated. Minor chipping and repair is expected to be sufficient to inhibit further deterioration.

Pre-stressed Concrete Deck – Extensive rebar exposure was observed. This is most likely caused by salt water spray from high tide conditions and wetting of the lower areas of the pre-stressed double tee members. Every span showed this condition.

Top Deck Amenities – Although showing signs of exposure to the salt water environment, these elements can be repaired without total replacement. See photo log.

82° 19' 41" west along said outer harbor line a distance of 272.08 feet; thence north 0° 08' 22" west a distance of 302.81 feet to the inner harbor line; thence south 82° 19' 41" east along said inner harbor line a distance of 369.38 feet to angle point 13'; thence south 61° 07' 28" east continuing along said inner harbor line a distance of 500.00 feet; thence south 48° 49' 37" west a distance of 319.15 feet to the outer harbor line; thence north 61° 07' 28" west along said outer harbor line a distance of 334.94 feet to the true point of beginning.

Containing 221,460 square feet (5.084 AC.)

3.1.2. Make available for use in connection with the facility certain upland real property which is legally described as follows:

That portion of vacated West Prospect Street and Lots 1 and 2, Block 148, all in the Plat of Seattle Tide Lands as described as follows:

Beginning at angle point 13' in the inner harbor line as shown on Page 24, Plat of Seattle Tide Lands, proceed north 82° 19' 41" west along said inner harbor line a distance of 60.55 feet to the true point of beginning; thence continuing north 82° 19' 41" west a distance of 89.00 feet; thence north 7° 40' 19" east a distance of 79.19 feet; thence south 80° 43' 45" east a distance of 62.59 feet to a point tangency; thence southeasterly along the arc of a curve to the right, having a radius of 575 feet, a central angle of 2° 38' 15", an distance of 26.47 feet; thence south 7° 40' 19" west a distance of 76.10 feet to the true point of beginning.

Containing 6,932 square feet (0.1591 AC.)

3.1.3. The harbor area and upland real property described above shall hereinafter be referred to as "the premises."

3.2. During the Design and Construction Phases of the project the Port will, by separate contract, provide technical assistance to Fisheries.

3.3 During the Operation Phase of the Project the Port shall:

3.3.1. Provide normal maintenance and operation of the facility and shall further maintain all utilities associated therewith. Normal maintenance and operation shall not

age requirements and/or the necessity for adult supervision when the Port deems it advisable in order to protect the safety and health of persons.

3.3.6. If necessary, impose and collect use fees for entry to the fishing pier providing that the revenues in excess of collection costs shall be applied toward the cost of operating and maintaining the facility, and provided further, that Fisheries shall have the right to require and receive accounting reports on such fees and the use thereof. No such fees shall be imposed without prior approval of the Director of Fisheries, provided, however, that such approval shall be deemed given unless rejected within thirty days from Fisheries receipt of Port's notice.

3.3.7. Arrange by lease, concession, or other arrangement for the sale of tackle, bait and other goods or services determined by the Port to be necessary for convenient and successful use of the facility. The Port shall apply any and all proceeds from any such lease, concession or other arrangement toward the cost of facility operation and maintenance. The Port shall also have the right to sublease the service building to a third party on terms deemed appropriate by the Port.

3.3.8. Attempt to find additional, suitable parking to be agreed upon by the parties if the parking currently available for the

the premises subject to paragraph 4.4 of the Port's harbor area lease with the Department of Natural Resources for a portion of the premises.

7. Assignment and Transfer: This agreement is not transferable or assignable, in whole or in part, without the prior approval of the Port and Fisheries, and without the additional prior approval of the State of Washington, Department of Natural Resources.

8. Interpretation: This agreement shall be interpreted by the laws of the State of Washington.

9. Litigation:

9.1. Any and all suits which either party shall institute for enforcement of this agreement in any respect shall be instituted in the Superior Court for the County of King, State of Washington. Both parties hereby consent and agree to the jurisdiction of said Court.

9.2. In any action brought in said Court by parties to this agreement, the rights and remedies of each party may be enforced consecutively or concurrently and the adoption of one or more rights or remedies shall not operate to prevent either party from exercising any other or further remedy given to any such party under this agreement.

10. Waiver: No waiver of any breach of this contract by either parties shall be held to be a waiver of any other or subsequent breach by either party.

11. INDEMNIFICATION

11.1. Fisheries agrees to indemnify, defend and to hold and save the Port harmless from all liability and expense for any injury (including death) to persons or for damage to property, (including damage to the facility under construction) regardless of how such injury or damage be caused, sustained or alleged to be sustained, as a result of any condition, existing or future, or occurrences arising out of the activities performed during the Design and Construction Phases of the Project and

13. Discrimination: Fisheries and the Port agree that:

13.1. They will not discriminate by segregation or otherwise against any person or persons because of race, sex, age, residence, creed, color or national origin in furnishing, or by refusing to furnish, to such person, or persons, the use of the facility herein provided, including any and all services, privileges, accommodations, and activities provided thereby.

13.1.1. It is agreed that either party's noncompliance with the provisions of Section 13.1. shall constitute a material breach of this agreement. In the event of such noncompliance, the other party may take appropriate action to enforce compliance, may terminate this agreement, or may pursue such other remedies as may be provided by law.

13.2 That in all matters pertaining to the performance of this agreement, they shall at all times conduct their business in a manner which assures fair, equal, and nondiscriminatory treatment of all persons without respect to race, sex, age, residence, color, creed or national origin and, in particular:

13.2.1. The parties will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of racial or other minorities, and

13.2.2. The parties will comply strictly with all requirement of applicable federal state, and local laws or regulations issued pursuant thereto relating to the establishment of nondiscriminatory requirement in hiring and employment practices and assuring the

Pursuant to the Interlocal Cooperation Act, upon signing, this agreement shall be filed with the City Clerks of Olympia and Seattle, the County Auditors of Thurston County and King County, and the Secretary of State. Pursuant to the Interlocal Cooperation Act, signature hereto by the Director of Fisheries and the Executive Director of the Port of Seattle shall constitute appropriate action for purposes of this Agreement.

IN WITNESS WHEREOF this Agreement is hereby executed the day and year first written above.

STATE OF WASHINGTON

By: *Gordon Sandison*
Gordon Sandison, Director
Department of Fisheries

NOTARY *J. A. King*

PORT OF SEATTLE

By: *Richard Ford*
Executive Director

NOTARY _____

APPROVED AS TO LEGAL FORM:

BY: *A. J. Reynolds*
TITLE: Asst. Attorney General

DATE: May 9, 1979









Courtney Gregoire
President
Seattle Port Commission

Hi Courtney,

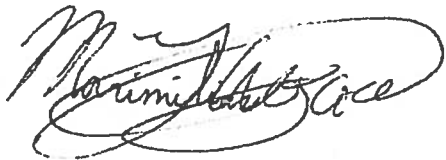
I hope this letter finds you well.

In the past year, my life, as well as the lives of thousands of others in the community, has been drastically altered by the closure of Pier 86. Many think of this pier as simply a fishing spot, but let me tell you what I used to see there.

- Children learning how to fish and engaging with their parents/friends/loved ones away from computer screens
- Elderly veterans fishing because this is one of the only local spots they can access the water
- Couples on dates sharing dinner and having a place to sit and engage with others in their community
- Substance fishermen and women collecting food for their families, as well as sport fishermen like myself
- Community engagement – I met one of my best friends here when I first moved to Seattle from Whidbey Island
- Much, much more

Please, let it be known that the closure of this Pier really impacted the community, and is something spoken of on the streets, in the city market, at work. Please contact me if you would like more input on why the pier needs to be reopened, I am more than happy to speak in person.

Very best,
Max Wojcik
802.989.6378

A handwritten signature in black ink, appearing to read "Max Wojcik", written in a cursive style with a large, sweeping flourish at the end.