



CITY OF SEATTLE

City Council

Agenda

Public Hearing

Tuesday, December 17, 2024

2:00 PM

Council Chamber, City Hall
600 4th Avenue
Seattle, WA 98104

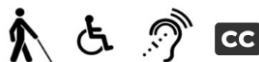
Sara Nelson, Council President
Joy Hollingsworth, Member
Robert Kettle, Member
Cathy Moore, Member
Tammy J. Morales, Member
Alexis Mercedes Rinck, Member
Maritza Rivera, Member
Rob Saka, Member
Dan Strauss, Member

Chair Info: 206-684-8809; Sara.Nelson@seattle.gov

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CITY OF SEATTLE
City Council
Agenda
Public Hearing
December 17, 2024 - 2:00 PM

Meeting Location:

Council Chamber, City Hall, 600 4th Avenue, Seattle, WA 98104

Committee Website:

<http://www.seattle.gov/council>

Members of the public may register for remote or in-person Public Comment to address the Council. Details on how to register are listed below:

Remote Public Comment - Register online to speak during the Public Comment period and Public Hearing at

<https://www.seattle.gov/council/committees/public-comment>

Online registration to speak will begin one hour before the meeting start time, and registration will end at the conclusion of the Public Comment period and Public Hearing. Speakers must be registered in order to be recognized by the Chair.

In-Person Public Comment - Register to speak on the Public Comment and Public Hearing sign-up sheets located inside Council Chambers at least 15 minutes prior to the meeting start time. Registration will end at the conclusion of the Public Comment period and Public Hearing. Speakers must be registered in order to be recognized by the Chair.

Submit written comments to all Councilmembers prior to 10 a.m. on the day of the meeting at Council@seattle.gov or at Seattle City Hall, Attn: Council Public Comment, 600 4th Ave., Floor 2, Seattle, WA 98104.

A. CALL TO ORDER

B. ROLL CALL

C. PRESENTATIONS**D. PUBLIC COMMENT**

Members of the public may sign up to address the Council for up to 2 minutes; total time allotted to public comment at this meeting is 20 minutes.

E. PUBLIC HEARING

[Inf 2600](#)

Human Services Department (HSD) 2025 Draft Annual Action Plan

Supporting Documents: [Presentation](#)
[HSD Memo](#)

Members of the public may sign up to address the Council on this item and be provided up to 2 minutes to address it.

F. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR:

Introduction and referral to Council committees of Council Bills (CB), Resolutions (Res), Appointments (Appt), and Clerk Files (CF) for committee recommendation.

[IRC 460](#)

December 17, 2024

Attachments: [Introduction and Referral Calendar](#)

G. APPROVAL OF THE AGENDA**H. APPROVAL OF CONSENT CALENDAR**

The Consent Calendar consists of routine items. A Councilmember may request that an item be removed from the Consent Calendar and placed on the regular agenda.

Journal:

1. [Min 497](#) December 10, 2024

Attachments: [Minutes](#)

Bills:

2. [CB 120926](#) AN ORDINANCE appropriating money to pay certain claims for the week of December 2 through December 6, 2024, and ordering the payment thereof; and ratifying and confirming certain prior acts.

Supporting

Documents: [Summary and Fiscal Note](#)

Appointments:

GOVERNANCE, ACCOUNTABILITY, AND ECONOMIC DEVELOPMENT COMMITTEE:

3. [Appt 02945](#) Appointment of Becca Miller Rose as member, Domestic Workers Standards Board, for a term to February 28, 2025.

The Committee recommends that City Council confirm the Appointment (Appt).

In Favor: 5 - Nelson, Kettle, Hollingsworth, Rivera, Saka

Opposed: None

Attachments: [Appointment Packet](#)

4. [Appt 02946](#) Appointment of Gea Bassett as member, Domestic Workers Standards Board, for a term to February 28, 2026.

The Committee recommends that City Council confirm the Appointment (Appt).

In Favor: 5 - Nelson, Kettle, Hollingsworth, Rivera, Saka

Opposed: None

Attachments: [Appointment Packet](#)

5. [Appt 02947](#) Appointment of Elvia Cortes Cortes as member, Domestic Workers Standards Board, for a term to February 28, 2026.

The Committee recommends that City Council confirm the Appointment (Appt).

In Favor: 5 - Nelson, Kettle, Hollingsworth, Rivera, Saka

Opposed: None

Attachments: [Appointment Packet](#)

6. [Appt 02948](#) Reappointment of Edilka Dominguez as member, Domestic Workers Standards Board, for a term to February 28, 2027.

The Committee recommends that City Council confirm the Appointment (Appt).

In Favor: 5 - Nelson, Kettle, Hollingsworth, Rivera, Saka

Opposed: None

Attachments: [Appointment Packet](#)

I. COMMITTEE REPORTS

Discussion and vote on Council Bills (CB), Resolutions (Res), Appointments (Appt), and Clerk Files (CF).

LAND USE COMMITTEE:

1. [Res 32156](#) A RESOLUTION declaring intention to establish a new sales and use tax deferral for the conversion of underutilized commercial property to housing.

The Committee recommends that City Council adopt the Resolution (Res).

In Favor: 5 - Morales, Strauss, Moore, Rinck, Rivera

Opposed: None

Attachments: [Att 1 - Draft Ordinance](#)
[Att 2 - Draft Application Form](#)
[Att 3 - Draft Conditional Approval Letter](#)
[Att 4 - Draft Final Approval Letter](#)

Supporting Documents: [Summary and Fiscal Note](#)
[Director's Report](#)
[Amendment A](#)

PARKS, PUBLIC UTILITIES, AND TECHNOLOGY COMMITTEE:

2. [CB 120917](#) AN ORDINANCE relating to the Seattle Center Department; authorizing the execution of a Wireless Network Infrastructure Provider License Agreement with Verizon Wireless to design, install, operate, maintain, and upgrade a wireless communications system at Seattle Center.

The Committee recommends that City Council pass the Council Bill (CB).

In Favor: 4 - Hollingsworth, Nelson, Kettle, Rivera

Opposed: None

Attachments: [Att 1 – Wireless Network Infrastructure Provider License Agreement with Verizon Wireless](#)

Supporting Documents: [Summary and Fiscal Note](#)

3. [CB 120918](#) AN ORDINANCE relating to the Seattle Center Glass and Gardens Exhibition Lease; authorizing the Seattle Center Director to execute an amendment to the lease agreement between Center Art LLC and The City of Seattle to provide the tenant additional options to extend the lease term; and adjusting rent and other lease provisions.

The Committee recommends that City Council pass the Council Bill (CB).

In Favor: 4 - Hollingsworth, Nelson, Kettle, Rivera

Opposed: None

Attachments: [Att 1 - Amendment to Seattle Center Glass and Gardens Exhibition Lease](#)

Supporting

Documents: [Summary and Fiscal Note](#)
[Summary Att A – Estimated Additional Rent](#)

4. [CB 120921](#) AN ORDINANCE relating to King County Conservation Futures Levy proceeds; authorizing the Mayor or designee to enter into Amendment 5 to the Conservation Futures Interlocal Cooperation Agreement between King County and The City of Seattle for Open Space Acquisition Projects; and authorizing the deposit of 2025 allocations from King County Conservation Futures Levy proceeds into The City of Seattle’s Park and Recreation Fund; and ratifying and confirming certain prior acts.

The Committee recommends that City Council pass the Council Bill (CB).

In Favor: 4 - Hollingsworth, Nelson, Kettle, Rivera

Opposed: None

Attachments: [Ex A – Amendment 5 to Conservation Futures Interlocal](#)

Supporting

Documents: [Summary and Fiscal Note](#)
[Summary Att 1 - Maps of CFT Projects](#)
[Summary Att 2 - Gap Analysis](#)

5. [CB 120922](#) AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the acquisition of real property commonly known as the 17th Ave South & South Walker Street, Seattle, Washington; authorizing acceptance of a recording of the deed for open space, park, and recreation purposes; and ratifying and confirming certain prior acts.

The Committee recommends that City Council pass the Council Bill (CB).

In Favor: 4 - Hollingsworth, Nelson, Kettle, Rivera

Opposed: None

Attachments: [Att 1 - Deed Acceptance Certificate](#)

Supporting

Documents: [Summary and Fiscal Note](#)
[Summary Att 1 - Project Map](#)
[Summary Att 2 - Gap Analysis](#)

J. ITEMS REMOVED FROM CONSENT CALENDAR

K. ADOPTION OF OTHER RESOLUTIONS

L. OTHER BUSINESS

M. ADJOURNMENT



Legislation Text

File #: Inf 2600, **Version:** 1

Human Services Department (HSD) 2025 Draft Annual Action Plan

2025 Draft Annual Action Plan

Tanya Kim, Director, Human Services Department (HSD)

Debra Rhinehart, Strategic Advisor, Federal Grants Management Unit, HSD

Housing & Human Services Committee

December 11, 2024



Agenda

- Key dates for 2025 Annual Action Plan (AAP) process
- Development of 2025 AAP
- Proposed 2025 projects supported with federal grant funds
- Questions

Key dates for 2025 Draft AAP

- Public Hearing on the 2025 Draft AAP allows the City to incur “pre-award costs” beginning January 1, 2025
- Completion of Congressional appropriations process anticipated in Q1 2025
- HSD will return to Council to finish legislation approving final 2025 AAP for submission to HUD – estimated Q2 or Q3 2025

Development of 2025 AAP

- Allocations reflect new funding goals and priorities from adopted 2024-2028 Consolidated plan
- Allocations approved in the context of the City's 2025 Budget adoption process
- Opportunity to review highest and best use of federal grant funds given City program shifts, emerging community needs

2024-2028 Consolidated Plan Goals

- Increase services and prevent people from experiencing homelessness.
- Address needs of people impacted by mental health and substance abuse issues (opioid and fentanyl abuse crisis).
- Equity in access to community infrastructure and recreation opportunities.
- Increase economic development and job retraining opportunities for LMI people and those disadvantaged in recovering from recent economic instability.
- Increase affordable housing options.

2025 Draft AAP Allocations - CDBG

Fund Source	Dept	Projects Title	2025 AAP Allocation	
2025 CDBG Grant	HSD	HSD Human Services Admin & Planning	1,501,065	
	HSD	HSD Homeless Services (KCRHA)	3,178,870	
	HSD	Community Facilities 2025 RFP (2025 entitlement)	1,705,116	
	HSD	HSD Minor Home Repair	500,475	
	OH	OH Office of Housing CDBG Admin & Planning	160,972	
	OED	OED Commercial Tenant Based Improvements	500,000	
	OIRA	OIRA ESL for Work (Ready to Work)	700,000	
	PARKS	PARKS Seattle Conservation Corp Park Upgrades	808,000	
	2025 CDBG Grant Total			9,054,498
Prior Year CDBG Grant	OED	OED Commercial Tenant Based Improvements	1,350,000	
	HSD	Community Facilities 2025 RFP (GY23)	1,494,297	
	HSD	Family Works Food Bank	1,000,000	
	HSD	REWA Childcare Facilities	1,000,000	
	HSD	DESC ORCA Opioid/Fentanyl Facilities	5,649,725	
	HSD	Evergreen Treatment Services Opioid/Fentanyl Facilities	1,350,275	
	Prior Year CDBG Grant Total			11,844,297

2025 Draft AAP Allocations - RLF, HOME, ESG, HOPWA

Fund Source	Dept	Projects Title	2025 AAP Allocation
CDBG Revolving Loan Fund	OH	OH Home Repair Revolving Loan Program	605,462
2025 ESG Grant	HSD	Homeless Services	833,790
2025 HOME Grant	OH	OH Office of Housing HOME Admin & Planning	220,000
		OH Rental Housing Preservation and Development HOME Program	2,649,685
2025 HOME Grant Total			2,869,685
2025 HOPWA Grant	HSD	Homeless Services	3,817,932
Total 2025 AAP Allocation - all sources			\$29,025,664

QUESTIONS?

Date: December 17, 2024

To: Seattle City Council

From: Tanya Kim, Director, Human Services Department (HSD)

Subject: Public Hearing for 2025 Draft Annual Action Plan (HUD funds)

The City of Seattle will hold a public hearing on the [2025 Draft Annual Action Plan \(AAP\)](#), which outlines the spending plan for Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), Housing Opportunities for Persons With AIDS (HOPWA) and HOME Investment Partnerships Program (HOME) grant funds in 2025, collectively known as the Federal Department of Housing and Urban Development (HUD) block grants.

The public hearing will be held on Tuesday, December 17, at 2:00pm at Seattle City Council. HUD regulations require that the community have opportunities to provide the grantee feedback on proposed funding priorities and specific activities supported with federal grants each year.

The 2025 Draft AAP represents the second year's proposed allocation under the 2024-2028 Consolidated Plan. Each year's AAP reflects the goal and priorities laid out in the five-year Consolidated Plan, letting the community know specifically how the City of Seattle intends to invest federal grant dollars in the upcoming program year.

The proposed 2025 AAP activities were included in the 2025-2026 City budget development process. The budget was based on 2024 baseline federal revenues received. After Congress adopts the final reconciled federal budget, and once HUD announces grantee final allocations, HSD may be required to bring the 2025 AAP back for a full Seattle City Council vote. We anticipate this would occur in Q2 or Q3 2025.

Next step: Public Hearing on Tuesday, December 17, at 2:00pm at Seattle City Council. No further Council Action is necessary in 2024.

Below is a chart of the Draft 2025 Annual Action Plan Projects and Budget:

Fund Source	Dept	Projects Title	2025 AAP Allocation
2025 CDBG Grant	HSD	HSD Human Services Admin & Planning	1,501,065
2025 CDBG Grant	HSD	HSD Homeless Services (KCRHA)	3,178,870
2025 CDBG Grant	HSD	Community Facilities 2025 RFP (2025 entitlement)	1,705,116
2025 CDBG Grant	HSD	HSD Minor Home Repair	500,475
2025 CDBG Grant	OH	OH Office of Housing CDBG Admin & Planning	160,972
2025 CDBG Grant	OED	OED Commercial Tenant Based Improvements	500,000
2025 CDBG Grant	OIRA	OIRA ESL for Work (Ready to Work)	700,000
2025 CDBG Grant	PARKS	PARKS Seattle Conservation Corp Park Upgrades	808,000
2025 CDBG Grant Total			9,054,498
Prior Year CDBG Grant	OED	OED Commercial Tenant Based Improvements	1,350,000
Prior Year CDBG Grant	HSD	Community Facilities 2025 RFP (GY23)	1,494,297
Prior Year CDBG Grant	HSD	Family Works Food Bank	1,000,000
Prior Year CDBG Grant	HSD	REWA Childcare Facilities	1,000,000
Prior Year CDBG Grant	HSD	DESC ORCA Opioid/Fentanyl Facilities	5,649,725
Prior Year CDBG Grant	HSD	Evergreen Treatment Services Opioid/Fentanyl Facilities	1,350,275
Prior Year CDBG Grant Total			11,844,297
CDBG Revolving Loan Fund	OH	OH Home Repair Revolving Loan Program	605,462
2025 ESG Grant	HSD	Homeless Services	833,790
2025 HOME Grant	OH	OH Office of Housing HOME Admin & Planning	220,000
2025 HOME Grant		OH Rental Housing Preservation and Development HOME Program	2,649,685
2025 HOME Grant Total			2,869,685
2025 HOPWA Grant	HSD	Homeless Services	3,817,932
Total 2025 Allocation			29,025,664



Legislation Text

File #: IRC 460, **Version:** 1

December 17, 2024



Introduction and Referral Calendar

List of proposed Council Bills (CB), Resolutions (Res), Appointments (Appt) and Clerk Files (CF) to be introduced and referred to a City Council committee

Record No.	Title	Committee Referral
<u>By: Strauss</u>		
1. CB 120926	AN ORDINANCE appropriating money to pay certain claims for the week of December 2 through December 6, 2024, and ordering the payment thereof; and ratifying and confirming certain prior acts.	City Council
<u>By: Nelson</u>		
2. CB 120927	AN ORDINANCE relating to floodplains; eighth extension of interim regulations established by Ordinance 126113, and as amended by Ordinance 126536, for an additional six months, to allow individuals to rely on updated National Flood Insurance Rate Maps to obtain flood insurance through the Federal Emergency Management Agency's Flood Insurance Program.	City Council
<u>By: Rivera</u>		
3. Appt 03045	Appointment of Gabriel F. Grant as member, Pike Place Market Preservation and Development Authority Governing Council, for a term to June 30, 2026.	Libraries, Education, and Neighborhoods Committee
<u>By: Rivera</u>		
4. Appt 03046	Appointment of Andrew Robinson as member, Pike Place Market Preservation and Development Authority Governing Council, for a term to April 30, 2026.	Libraries, Education, and Neighborhoods Committee
<u>By: Rivera</u>		
5. Appt 03047	Reappointment of Gundeep Singh as member, Pike Place Market Preservation and Development Authority Governing Council, for a term to June 30, 2028.	Libraries, Education, and Neighborhoods Committee
<u>By: Rivera</u>		
6. Appt 03048	Appointment of Bert Gregory as member, Historic Seattle Preservation and Development Authority Governing Council, for a term to November 30, 2027.	Libraries, Education, and Neighborhoods Committee



Legislation Text

File #: Min 497, **Version:** 1

December 10, 2024

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104



Journal of the Proceedings of the Seattle City Council

Tuesday, December 10, 2024

2:00 PM

Council Chamber, City Hall

600 4th Avenue

Seattle, WA 98104

City Council

Sara Nelson, Council President

Joy Hollingsworth, Member

Robert Kettle, Member

Cathy Moore, Member

Tammy J. Morales, Member

Alexis Mercedes Rinck, Member

Maritza Rivera, Member

Rob Saka, Member

Dan Strauss, Member

Chair Info: 206-684-8809; Sara.Nelson@seattle.gov

A. CALL TO ORDER

The City Council of The City of Seattle met in the Council Chamber in City Hall in Seattle, Washington, on December 10, 2024, pursuant to the provisions of the City Charter. The meeting was called to order at 2:02 p.m., with Council President Nelson presiding.

B. ROLL CALL

Present: 8 - Hollingsworth, Kettle, Morales, Nelson, Rivera, Saka, Strauss, Rinck

Late Arrival: 1 - Moore

C. PRESENTATIONS

There were none.

D. PUBLIC COMMENT

The following individuals addressed the Council:

Demetrias Ann Redwine
Ashley Barber

Councilmember Moore entered the Council Chamber at 2:06 p.m.

Carolyn Malone
Gabe Jones
Bennett Haselton
David Toledo
Ian Morrison
Alberto Alvarez
Yvette Dinish

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR:

[IRC 459](#) **December 10, 2024**

By unanimous consent, the Introduction & Referral Calendar (IRC) was adopted.

In Favor: 9 - Hollingsworth, Kettle, Moore, Morales, Nelson, Rivera, Saka, Strauss, Rinck

Opposed: None

F. APPROVAL OF THE AGENDA

By unanimous consent, the Agenda was adopted.

G. APPROVAL OF CONSENT CALENDAR

Motion was made by Council President Nelson, duly seconded and carried, to adopt the Consent Calendar.

Journal:

1. [Min 496](#) **December 3, 2024**

The Minutes (Min) were adopted on the Consent Calendar by the following vote, and the President signed the Minutes (Min):

In Favor: 9 - Hollingsworth, Kettle, Moore, Morales, Nelson, Rivera, Saka, Strauss, Rinck

Opposed: None

Bills:

2. [CB 120923](#) **AN ORDINANCE appropriating money to pay certain claims for the week of November 25, 2024, through November 29, 2024, and ordering the payment thereof; and ratifying and confirming certain prior acts.**

The Council Bill (CB) was passed on the Consent Calendar by the following vote, and the President signed the Council Bill (CB):

In Favor: 9 - Hollingsworth, Kettle, Moore, Morales, Nelson, Rivera, Saka, Strauss, Rinck

Opposed: None

H. COMMITTEE REPORTS

CITY COUNCIL:

1. [CB 120919](#) **AN ORDINANCE relating to City employment; providing wage increases for 2025 and 2026 for certain non-represented City job titles; and providing adjustments to certain non-represented job titles.**

Motion was made by Council President Nelson and duly seconded to pass Council Bill 120919.

The Council Bill (CB) was passed by the following vote, and the President signed the Council Bill (CB):

In Favor: 9 - Hollingsworth, Kettle, Moore, Morales, Nelson, Rivera, Saka, Strauss, Rinck

Opposed: None

2. [CB 120920](#) **AN ORDINANCE relating to City employment, commonly referred to as the Pay Zone Ordinance; adjusting the pay zones for titles in the City’s discretionary pay programs; and ratifying and confirming certain prior acts.**

Motion was made by Council President Nelson and duly seconded to pass Council Bill 120920.

The Council Bill (CB) was passed by the following vote, and the President signed the Council Bill (CB):

In Favor: 9 - Hollingsworth, Kettle, Moore, Morales, Nelson, Rivera, Saka, Strauss, Rinck

Opposed: None

LAND USE COMMITTEE:

3. [CB 120833](#) **AN ORDINANCE relating to land use and zoning; amending subsection 23.49.156.A of the Seattle Municipal Code to clarify bonus allowances in the Living Building Pilot Program.**

The Committee recommends that City Council pass the Council Bill (CB).

In Favor: 4 - Morales, Strauss, Rinck, Rivera

Opposed: None

Abstain: 1 - Moore

By unanimous consent, the Council Rules were suspended to allow Councilmember Kettle to present version 2 of proposed Amendment A to Council Bill 120833.

ACTION 1:

Motion was made by Councilmember Kettle, duly seconded and carried, to amend Council Bill 120833, by adding a new Section 2, and renumbering the remaining sections accordingly, as shown in the underlined language below:

Section 2. The Council requests that the Office of Planning and Community Development analyze stacking of height incentives and their impact in various zones where applicable, including but not limited to the Downtown Regional Center, and provide its findings and recommendations to the Chair of the Land Use Committee by December 31, 2025.

ACTION 2

Motion was made by Councilmember Moore and duly seconded, to amend Council Bill 120833, by adding a new Section 2, and renumbering the remaining sections accordingly, as shown in the underlined language below:

Section 2: This ordinance shall automatically expire on December 31, 2025 unless the Council takes action to either extend it as provided by statute or terminate it sooner.

The motion failed by the following vote:

In Favor: 2 - Moore, Saka

Opposed: 7 - Hollingsworth, Kettle, Morales, Nelson, Rinck, Rivera, Strauss

The Council Bill (CB) was passed as amended by the following vote, and the President signed the Council Bill (CB):

In Favor: 8 - Hollingsworth, Kettle, Morales, Nelson, Rivera, Saka, Strauss, Rinck

Opposed: 1 - Moore

I. ITEMS REMOVED FROM CONSENT CALENDAR

There were none.

J. ADOPTION OF OTHER RESOLUTIONS

There were none.

K. OTHER BUSINESS

There was none.

L. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 3:03 p.m.

Jodee Schwinn, Deputy City Clerk

Signed by me in Open Session, upon approval of the Council, on December 17, 2024.

Sara Nelson, Council President of the City Council



Legislation Text

File #: CB 120926, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE appropriating money to pay certain claims for the week of December 2 through December 6, 2024, and ordering the payment thereof; and ratifying and confirming certain prior acts.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Payment of the sum of \$26,655,702.75 on PeopleSoft 9.2 mechanical warrants numbered 4100879758 - 4100882676 plus manual or cancellation issues for claims, e-payables of \$32,554.68 on PeopleSoft 9.2 9100014973 - 9100014982, and electronic financial transactions (EFT) in the amount of \$67,351,839.82 are presented to the City Council under RCW 42.24.180 and approved consistent with remaining appropriations in the current Budget as amended.

Section 2. Payment of the sum of \$64,100,713.17 on City General Salary Fund mechanical warrants numbered 10377302 - 10377626 plus manual warrants, agencies warrants, and direct deposits numbered 0000001 - 1003569 representing Gross Payrolls for payroll ending date December 3, 2024, as detailed in the Payroll Summary Report for claims against the City that were reported to the City Council December 12, 2024, is approved consistent with remaining appropriations in the current budget as amended.

Section 3. RCW 35.32A.090(1) states, “There shall be no orders, authorizations, allowances, contracts or payments made or attempted to be made in excess of the expenditure allowances authorized in the final budget as adopted or modified as provided in this chapter, and any such attempted excess expenditure shall be void and shall never be the foundation of a claim against the city.”

Section 4. Any act consistent with the authority of this ordinance taken prior to its effective date is

ratified and confirmed.

Section 5. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 17th of December, 2024, and signed by me in open session in authentication of its passage this 17th of December, 2024.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2024.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2024.

Scheereen Dedman, City Clerk

(Seal)

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Office of City Finance	Julie Johnson	Lorine Cheung

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE appropriating money to pay certain claims for the week of December 2 through December 6, 2024, and ordering the payment thereof; and ratifying and confirming certain prior acts. Claims include all financial payment obligations for bills and payroll paid out of PeopleSoft for the covered.

Summary and Background of the Legislation:

RCW 42.24.180 requires that payment of certain claims be authorized by the City Council. This bill, prepared each week by the City Treasury, authorizes the payments of funds that were previously appropriated by the City Council, so the passage of this bill does not have a direct result on the City's budget.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? Yes No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City? Yes No

This bill authorizes the payments of funds that were previously appropriated by the City Council, so the passage of this bill does not have a direct result on the City's budget.

If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.

Please describe any financial costs or other impacts of *not* implementing the legislation. The legislation authorizes the payment of valid claims. If the City does not pay its legal obligations it could face greater legal and financial liability.

4. OTHER IMPLICATIONS

- a. **Please describe how this legislation may affect any departments besides the originating department.**

This type of legislation authorizes payment of bill and payroll expenses for all City departments.

- b. **Does this legislation affect a piece of property? If yes, please attach a map and explain any impacts on the property. Please attach any Environmental Impact Statements, Determinations of Non-Significance, or other reports generated for this property.**

No.

- c. **Please describe any perceived implication for the principles of the Race and Social Justice Initiative.**

- i. **How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**

N/A

- ii. **Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**

N/A

- iii. **What is the Language Access Plan for any communications to the public?**

N/A

- d. **Climate Change Implications**

- i. **Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.**

N/A

- ii. **Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

N/A

- e. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?**

N/A

5. CHECKLIST

- Is a public hearing required?**
- Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?**
- If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?**
- Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?**

6. ATTACHMENTS

Summary Attachments: None.



Legislation Text

File #: Appt 02945, **Version:** 1

Appointment of Becca Miller Rose as member, Domestic Workers Standards Board, for a term to February 28, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Becca Miller Rose</i>		
Board/Commission Name: <i>Domestic Workers Standards Board</i>		Position Title: <i>Member, Position 8</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment Appointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * <i>3/1/2022</i> to <i>2/28/2025</i> <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>Columbia City</i>	Zip Code: <i>98118</i>	Contact Phone No.:
Background: Becca Rose is a healthcare operations professional, a mom of 2 and a 5th generation Seattleite. She most recently served as the COO of Landmark Health, helping deliver home-based medical care for complex seniors. She is the proud and grateful employer of excellent child carers, home cleaners and gardeners, all of whom help her. She lives in Columbia City with her family and enjoys gardening, dancing and eating cookies.		
Authorizing Signature (original signature): 	Appointing Signatory: <i>Sara Nelson</i> <i>Council President</i>	
Date Signed (appointed): 7-25-2024		

*Term begin and end date is fixed and tied to the position and not the appointment date.

BECCA MILLER ROSE

RELEVANT EXPERIENCE

LANDMARK HEALTH

2015-2023

Landmark is the nation's leading provider of medical house calls, delivering care to complex patients in their homes.

Chief Operating Officer

- Oversaw P&L of ~\$4B, with 32 markets and ~2000 team members.
- Functional accountability for all field operations, HEDIS, RAF, patient outreach & engagement, health services, data analytics, clinical triage and new market implementation.
- Dyad partner to the CMO, responsible for designing durable operational practices to realize our jointly developed clinical model, and marshal support across the organization to implement.

National VP, Operations

- Designed, built and led various key operational capabilities at Landmark, including:
 - Landmark First Clinical Call Center; telephonic triage team managed >10,000 inbound calls / month while maintaining market SLAs.
 - Implementation Team; shortened implementation timeline from 10 months to 4-6, consistently met go-live targets and initial 3 month market KPIs.
 - DELTA Clinical Float Team; training and interim backfill resources to create consistent patient care.
- Partnered with clinical and technology leadership to identify, build and evolve operational infrastructure to support effective growth of the model, including:
 - Enterprise staffing model; iterative changes in the model achieved 15% reduction in staffing costs.
 - Scheduling system; redesign of the system increased scheduling capacity by ~25% and decreased average drive time by ~10%.
 - Executive Dashboard, enterprise KPIs and reporting infrastructure.
 - Field team bonus program, including evolving metrics to ensure growth in performance.

OLIVER WYMAN

Oliver Wyman is leading national strategic consulting firm, serving Fortune 500 clients across health and life sciences.

Engagement Manager

2012-2015

- Led teams of 4-8 consultants in the Health & Life Sciences practice, scoping analysis to ensure appropriate pace, optimal team development and high quality client deliverables.
- Owned day-to-day relationships with senior client executives. Led interim and final presentations to executives.

VILLAGE REACH

VillageReach is a social enterprise focused on building last mile infrastructure for medical commodities.

Finance and Program Administration Manager

2007-2010

- Led management and analysis of 5-year impact evaluation funded by Gates Foundation. The evaluation quantitatively demonstrated impact, earning the [#1 philanthropic recommendation from GiveWell.Com in 2009](#).
- Managed team of developers, designers and user stakeholders in developing in-house cold chain monitoring software, which was awarded [2009 Nokia Health Award](#), honoring technology benefiting humanity

EDUCATION

YALE SCHOOL OF MANAGEMENT

Master of Business Administration (MBA)

2012

STANFORD UNIVERSITY

Bachelor of Arts (BA), Anthropological Sciences

2007

Domestic Workers Standards Board

9 Members: Pursuant to CB 119286; effective January 2020 13 members.

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- 6 City Council-appointed
- 6 Mayor-appointed
- 1 Other Appointing Authority: Board

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
3	F	NA	1.	Member	Silvia Gonzalez	3/1/21	2/28/24	2	Mayor
6	F	5	2.	Member	Baylie Freeman	3/1/22	2/28/25	2	Mayor
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			6	Member	VACANT	3/1/24	2/28/74	-	City Council
			7.	Member	<i>Gea Bassett</i>	3/1/24	2/28/26	1	City Council
			8.	Member	<i>Becca Miller Rose</i>	3/1/22	2/28/25	1	City Council
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			12.	Member	VACANT	3/1/23	2/28/26	-	City Council
			13.	Member	<i>Elvia Cortes Cortes</i>	3/1/23	2/28/26	1	City Council

SELF-IDENTIFIED DIVERSITY CHART

					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor													
Council													
Other													
Total													

Key:

*D List the corresponding *Diversity Chart* number (1 through 9)

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RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.



Legislation Text

File #: Appt 02946, **Version:** 1

Appointment of Gea Bassett as member, Domestic Workers Standards Board, for a term to February 28, 2026.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Gea Bassett</i>		
Board/Commission Name: Domestic Workers Standards Board		Position Title: <i>Member, Seat 7</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * 3/1/2024 to 2/28/2026 <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>South Lake Union, District 7</i>	Zip Code: <i>98109</i>	Contact Phone No.: [REDACTED]
Background: Gea Bassett has been living in Seattle since 2004. She has a 19 year old son and 7 year old daughter. She is the founder and owner of Green Cleaning Seattle (2008-present), located in the Fremont neighborhood of Seattle, which employs 30 diverse and unique staff members and provides eco-safe housecleaning for the Seattle area. GCS has been paying their staff a living wage since inception and has always promoted an employee culture of respect, awareness, diversity, and inclusion - as well as supporting environmental issues, by integrating into the company rain gardens, solar panels, and hybrid vehicles, etc. She has a BA from the Evergreen State College in Modern American History and an MA from Goddard College in Sustainable Education.		
Authorizing Signature (original signature):  Date Signed (appointed): 7-25-24	Appointing Signatory: <i>Sara Nelson</i> <i>Council President</i>	

*Term begin and end date is fixed and tied to the position and not the appointment date.

Gea Bassett

Green Cleaning Seattle – Otium-Maid Services™
www.greencleaningseattle.com



EXPERIENCE

Green Cleaning Seattle - Otium Maid Services, 4615 Aurora Ave N Seattle WA - Owner

2008 - PRESENT

- Started GCS in 2008 as solo Green Cleaner | Company now has 30 employees and brick and mortar location at 4615 Aurora Ave N | 100% Locally owned/operated, woman-owned
- HR, training, hiring, taxes, laws, marketing and advertising

Tulalip Tribe Healing Lodge Recovery Program, Stanwood WA - Yoga Instructor (Supervisor, Whaakadup (Robert) Monger)

2019-2021

- Tribal member recovery support, yoga & meditation & body awareness & mindfulness
- Sweat lodge

EDUCATION

Sacred Path Medicine, Seattle WA - Medical QiGong Practitioner (Instructor Zenovia Hwang)

2021-Present

Medical/Martial Arts, Daoism, Confucius, Buddhist Qigong, Baguazhang

8-Limbs Yoga, Seattle WA - 200-Hour Yoga Teacher Certification (Instructor Anne Phyfe Palmer)

Completed 2019

Medical/Martial Arts, Daoism, Confucius, Buddhist Qigong, Baguazhang

Goddard College, Plainfield VT - MA Sustainable Education

Completed 2009

Thesis completed on contemporary homeschooling styles & holistic/alternative education

www.venturesnonprofit.org, Seattle, WA - Small Business/Low-Income Business Start-Up Program (Instructor Brian Jaeger)

Completed 2009

Basic foundation of having a business plan, applying for business license, tax and insurance basics, profit/loss, etc.

The Evergreen State College, Olympia WA - BA History

Completed 2007

Modern American History

AWARDS

Green Cleaning Seattle, Winner 2018 [King County Executive's Small Business of the Year - Green/Sustainable Business](#)

Green Cleaning Seattle, Winner 2014 Torch Award from the Better Business Bureau

Domestic Workers Standards Board

9 Members: Pursuant to CB 119286; effective January 2020 13 members.

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Roster:

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6	F	6	3.	Member	Liz Hunter	3/1/24	2/28/27	2	Mayor
			4.	Member	VACANT	3/1/22	2/28/52	-	Mayor
3	F	4	5.	Member	Edilka Dominguez	3/1/24	2/28/27	2	City Council
			6	Member	VACANT	3/1/24	2/28/74	-	City Council
			7.	Member	<i>Gea Bassett</i>	3/1/24	2/28/26	1	City Council
			8.	Member	<i>Becca Miller Rose</i>	3/1/22	2/28/25	1	City Council
2	F	NA	9.	Member	Estefana Harry	3/1/22	2/28/25	1	Board
6	M	4	10.	Member	Jordan Goldwarg	3/1/22	2/28/25	2	Mayor
2	F	NA	11.	Member	Etelbina Hauser	3/1/22	2/28/25	1	Mayor
			12.	Member	VACANT	3/1/23	2/28/26	-	City Council
			13.	Member	<i>Elvia Cortes Cortes</i>	3/1/23	2/28/26	1	City Council

SELF-IDENTIFIED DIVERSITY CHART

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Mayor													
Council													
Other													
Total													

Key:

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RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.



Legislation Text


File #: Appt 02947, **Version:** 1

Appointment of Elvia Cortes Cortes as member, Domestic Workers Standards Board, for a term to February 28, 2026.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Elvia Cortes Cortes</i>		
Board/Commission Name: Domestic Workers Standards Board		Position Title: <i>Member, Position 13</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * 3/1/2023 to 2/28/2026 <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>Genese</i>	Zip Code: <i>98144</i>	Contact Phone No.: [REDACTED]
Background: <i>Insert appointee bio information</i> Elvia has been a domestic worker since 2011 and is a leader at Casa Latina. She works hard to tell other domestic workers about their rights. She has gone to Washington D.C. on 3 separate occasions to share her story with decision makers. She currently support <i>Mujeres Sin Fronteras</i> , a network of women domestic workers across King County (North KC, Seattle, South KC) where they discuss safety worker standards, labor protections, etc.		
Authorizing Signature (original signature):  Date Signed (appointed): 7-25-24		Appointing Signatory: <i>Sara Nelson</i> <i>Council President</i>

*Term begin and end date is fixed and tied to the position and not the appointment date.

Elvia Cortes Cortes

Experience

Lead Organizer – Casa Latina

September 2023 – Present

- Facilitate and Support three *Mujeres Sin Fronteras (MSF)* groups: North King County, Seattle, South King County
- Oversee Know Your Rights workshops for domestic workers
- Recruit leader-members for focus groups and outreach events

Organizer – Casa Latina

November 2018 – September 2023

- Participated in NDWA national group study
- King WTD workshop on sexual assault

Domestic Worker – Private Homes

January 2011 – Present

- Cleaned client's homes with the highest customer service and quality sanitation products
- Provided training for other domestic workers entering the work field

Domestic Workers Standards Board

9 Members: Pursuant to CB 119286; effective January 2020 13 members.

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- 6 City Council-appointed
- 6 Mayor-appointed
- 1 Other Appointing Authority: Board

Roster:

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3	F	NA	1.	Member	Silvia Gonzalez	3/1/21	2/28/24	2	Mayor
6	F	5	2.	Member	Baylie Freeman	3/1/22	2/28/25	2	Mayor
6	F	6	3.	Member	Liz Hunter	3/1/24	2/28/27	2	Mayor
			4.	Member	VACANT	3/1/22	2/28/52	-	Mayor
3	F	4	5.	Member	Edilka Dominguez	3/1/24	2/28/27	2	City Council
			6	Member	VACANT	3/1/24	2/28/74	-	City Council
			7.	Member	<i>Gea Bassett</i>	3/1/24	2/28/26	1	City Council
			8.	Member	<i>Becca Miller Rose</i>	3/1/22	2/28/25	1	City Council
2	F	NA	9.	Member	Estefana Harry	3/1/22	2/28/25	1	Board
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2	F	NA	11.	Member	Etelbina Hauser	3/1/22	2/28/25	1	Mayor
			12.	Member	VACANT	3/1/23	2/28/26	-	City Council
			13.	Member	<i>Elvia Cortes Cortes</i>	3/1/23	2/28/26	1	City Council

SELF-IDENTIFIED DIVERSITY CHART

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Mayor													
Council													
Other													
Total													

Key:

*D List the corresponding *Diversity Chart* number (1 through 9)

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RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.



Legislation Text

File #: Appt 02948, **Version:** 1

Reappointment of Edilka Dominguez as member, Domestic Workers Standards Board, for a term to February 28, 2027.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Edilka "Edy" Dominguez</i>		
Board/Commission Name: Domestic Workers Standards Board		Position Title: <i>Member Position 5</i>
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * 3/1/2024 to 2/28/2027 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>Wedgwood, District 4</i>	Zip Code: <i>98115</i>	Contact Phone No.: [REDACTED]
Background: Over the past decade, Edy has dedicated herself to the care and education of others, starting as an Au Pair in 2011 and later taking on various roles, including working in a preschool and daycare. As an active leader with the Nanny Collective since 2017, she has been advocating for Domestic Workers Bills of Rights. Now, as a Community Engagement & Base Building Educator at Fair Work Center, she is passionate about empowering low-wage workers and fighting for justice in their communities. With her diverse background and firsthand experience in the childcare industry, she is committed to making a positive impact and creating meaningful change alongside fighting for justice in our communities.		
Authorizing Signature (original signature):  Date Signed (appointed): 7-25-24	Appointing Signatory: <i>Sara Nelson</i> <i>Council President</i>	

*Term begin and end date is fixed and tied to the position and not the appointment date.

Professional Profile

Education

- Associates in business and logistics 2008-2011
- Bachelor in education 2008- 2011
- experience providing care in early childhood education
- Preschool teacher
- CPR, AED and First Aid certification all up to date
- Logistic certification
- Administrator of a family business.
- Strong communication skills
- Fluent in Spanish as a native language
- Trained in redirection and positive discipline.
- Enrichment in continuing education, cultures, art, yoga, nutrition.

2008-2011.

Administrator of the family business

- Provide customer services
- Microsoft office
- Time management
- Analysis
- Inventory and suppliers control
- Good communication and written skills.
- Sale control report for bookkeeping.

Preschool and elementary students in Panama:

- Planned weekly curriculums for every class
- Taught student lessons through interactive activities
- Organize activities and explore creativity of the children
- Communicate and involve families with the progress

2012 - 1018.

AuPair / Nanny - Nicolis, Rice and Patiño families.

- Provided daily care for the children
- Plan activities and games addressing milestones of children age

- Planning and reporting outdoor activities; hiking, walking, climbing, swimming, exploring, etc.
- Assist the children teaching them to organize their room, and toys around the house.
- Early childhood education without stress: reading, math, emotion awareness, motor skills.
- Prepared baby food and healthy recipes for the children
- Play with the children
- Educate the children with fun games
- Driving the children to activities
- Light shopping with children
- Provide weekly classes schedule to parents
- Cooking for fun, introducing new foods to the children with a balance of nutrition.

Preschool teacher 2018

- Set up the activities in the morning
- Engage children to play with peers, to initiate social contact and play in groups
- Help to maintain the safety and comfortable environment around the children,
- Adapt to daily routines and different needs
- Help to plan curriculum activities
- Help the children to identify emotions to control impulses and learn stress reduction.
- Organize children to go outside
- Supervise the children's safety when they are outside the school, in the library, park or field.
- Provide age appropriate discipline
- Encourage problem solving
- Observe and communicate behavior of the children
- Help the kids to clean up after playtime

2019 -2021.

Nanny Share - Bianamara, and Lins families.

- Provided daily care for the children
- Plan activities and games addressing milestones of children age
- Planning and reporting outdoor activities; hiking, walking, climbing, swimming, exploring, etc. It was pretty difficult to plan activities with covid 19, but I focus on outdoor activities, also on call with other nannies to make activities and help the kids to interact with other peers online
- Promote bilingual language skills through reading, story telling, and playing.
- Problem solving between parents' busy schedules, and kids' routines.
- Assist the children, teaching them to organize their room, and toys around the house.
- Assist teaching/coaching the parents on how to teach, and guide their kids.
- Mindful management for kids learning about their emotions
- Early childhood education without stress: reading, math, emotion awareness, motor skills.
- Prepared baby food and healthy recipes for the children
- Play with the children
- Educate the children with fun games
- Driving the children to activities

- Light shopping; groceries, art, craft material, developmental tools and toys (before covid19- now we do it online)
- Provide weekly classes schedule to parents
- Cooking for fun, introducing new foods to the children with a balance of nutrition.
- Plan activities with Covid 19 precautions, and safety guidelines
- Change and adapt strategies to bring nanny share together during covid

Covid 19 has been a big challenge for everybody. I think that the core of having a good working relationship right now is communication.

2022 - Current

Base Building and Educator at Fair Work Center

Community Outreach

- Perform in-person and digital outreach to bring in new workers and share information about local and state labor standards, including phone & text banking, door knocking, flyering, and participation in community events
- Recruit, build, and sustain a strong worker-base into know-your rights trainings, worker committee, and long-term, deep engagement with the work of the organization
- Help the recruitment, development, and engagement of workers in organization priority industries through in-person outreach and digital outreach; Facebook, Slack, Hustle, and other social media platforms that engage them in one on one conversations

Worker Education & Training

- Facilitate know-your-rights workshops for workers online and in-person on local and state labor standards, including co-facilitating with current community partners
- Conduct individual intake meetings with workers who have called the general hotline and identify the resource or resolution, including making referrals to our internal legal clinic, campaigns team, administrative agencies, and other community partners
- Implement curriculum and adapt facilitation to needs of training participants within a popular education framework and with social justice analysis that accounts for immigration, class, gender, and race
- Help build and co-facilitate a leadership development pipeline such as worker committees, leadership training, etc.

2022 - Current

Nanny for Hyne Family Bothell area

- Provided daily care for the children
- Plan activities and games addressing milestones of children age
- Planning and reporting outdoor activities; hiking, walking, climbing, swimming, exploring, etc.
- Assist the children, teaching them to organize their room, and toys around the house.
- Early childhood education without stress: reading, math, emotion awareness, motor skills.
- Prepared baby food and healthy recipes for the children
- Play with the children

- Educate the children with fun games
- Driving the children to activities
- Light shopping with children
- Provide weekly classes schedule to parents
- Cooking for fun, introducing new foods to the children with a balance of nutrition.

E- commerce experience.

- Data analysis and collection
- Development of products
- Communication skills in negotiation with suppliers, shipment contractors and online platforms.
- Advertising in social media
- Customer service skills are a really important step. Because reviews can bring harshness to the business.

Asistent of real estate

- analyze market trends to determine the competitive location market.
- Schedule appointment time for clients to view
- Organizing paperwork
- Ability to interact with customers from diverse cultures and backgrounds.
- Selling the agent information in spanish.
- Organize and pay attention to details.

Volunteering

- Working Washington's, work center;

Motivated and Active volunteer in Nanny collective, as a creative, innovative strategist, and a voice for community for advocacy of the industry.

Outreachment for domestic workers to invite them to be part of the community, and to know their rights. Sharing my experience as a domestic worker, and member of the community.

- Art and Craft elementary school West Seattle, WA
- World activity in Mall America - MN
- Earth day, WA
- Green Peace since 2012

Kinds Regards,

Edilka Dominguez



Domestic Workers Standards Board

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Legislation Text

File #: Res 32156, **Version:** 1

CITY OF SEATTLE

RESOLUTION _____

A RESOLUTION declaring intention to establish a new sales and use tax deferral for the conversion of underutilized commercial property to housing.

WHEREAS, during the 2024 Washington State legislative session the legislature passed and Governor Inslee signed Engrossed Second Substitute Senate Bill 6175 (E2SSB 6175) codified in chapter 82.59 RCW, which authorizes The City of Seattle to take legislative action to establish a sales and use tax deferral program to promote the redevelopment of underutilized commercial property in urban areas; and

WHEREAS, E2SSB 6175 promotes the redevelopment of underutilized commercial property into housing and affordable housing by allowing deferral of sales and use tax for would-be developers of such housing; and

WHEREAS, there are significant areas of underutilized commercial properties in Seattle's urban centers, especially in the Downtown Urban Center; and

WHEREAS, there is a lack of affordable housing in Seattle, including within or proximate to areas with underutilized commercial properties, as documented in the housing cost burden section of the housing appendix to the draft One Seattle Plan Comprehensive Plan Update; and

WHEREAS, The City of Seattle desires to create a program pursuant to E2SSB 6175 to encourage the redevelopment of underutilized commercial property into additional housing and affordable housing to help meet strong demand for housing in the region and for economic development and downtown activation purposes; and

WHEREAS, in June 2023, Mayor Bruce Harrell released a Downtown Activation Plan that identified numerous

strategies and actions to support downtown recovery, including actions that increase residential uses in downtown; and

WHEREAS, additional housing in downtown Seattle and other locations where underutilized commercial space may be converted to housing would further City objectives for economic development, revitalization and activation; NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE MAYOR
CONCURRING, THAT:**

Section 1. Pursuant to Engrossed Second Substitute Senate Bill 6175, the City Council declares its intention to establish a sales and use tax deferral program to encourage redevelopment of underutilized commercial property into housing and affordable housing in Seattle by deferring the entire sales and use tax on construction of conversions of underutilized commercial property into housing. Information relevant to the program may be found in Attachments 1 through 4 to this resolution.

Section 2. A public hearing before the City Council to take public testimony and to consider the proposed program shall be held on January 30, 2025, beginning at 2 p.m. in the City Council Chambers in City Hall, located at 600 4th Avenue.

Adopted by the City Council the _____ day of _____, 2024, and signed by
me in open session in authentication of its adoption this _____ day of _____, 2024.

President _____ of the City Council

The Mayor concurred the _____ day of _____, 2024.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2024.

Scheereen Dedman, City Clerk

(Seal)

Attachments:

- Attachment 1 - Draft Ordinance
- Attachment 2 - Draft Application Form
- Attachment 3 - Draft Conditional Approval Letter
- Attachment 4 - Draft Final Approval Letter

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

..title

AN ORDINANCE creating a new sales and use tax deferral for the conversion of underutilized commercial property to housing, adding a new Chapter 5.75 to the Seattle Municipal Code.

..body

WHEREAS, during the 2024 Washington State legislative session, the legislature passed and

Governor Inslee signed Engrossed Second Substitute Senate Bill 6175 (E2SSB 6175),

codified in chapter 82.59 RCW, which authorizes The City of Seattle to take legislative

action to establish a sales and use tax deferral program to promote the redevelopment of

underutilized commercial property in urban areas; and

WHEREAS, E2SSB 6175 promotes the redevelopment of underutilized commercial property

into housing and affordable housing by allowing deferral of sales and use tax for would-

be developers of such housing; and

WHEREAS, there are significant areas of underutilized commercial properties in Seattle’s urban

centers, especially in downtown; and

WHEREAS, there is a lack of affordable housing in Seattle, including within or proximate to

areas with underutilized commercial properties, as documented in the housing cost

burden section of the housing appendix to the One Seattle Plan Comprehensive Plan; and

WHEREAS, The City of Seattle desires to create a program pursuant to E2SSB 6175 to

encourage the redevelopment of underutilized commercial property into additional

housing and affordable housing to help meet strong demand for housing in the region and

for economic development and downtown activation purposes; and

1 WHEREAS, in June 2023, Mayor Bruce Harrell released a Downtown Activation Plan that
2 identified numerous strategies and actions to support downtown recovery, including
3 actions that increase residential uses in downtown; and

4 WHEREAS, additional housing in downtown Seattle and other locations where underutilized
5 commercial space may be converted to housing would further City objectives for
6 economic development, revitalization and activation; NOW, THEREFORE,

7 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

8 Section 1. A new Chapter 5.75, which includes new Sections 5.75.010, 5.75.020,
9 5.75.030, 5.75.40, 5.75.050, 5.75.060, 5.75.070, 5.75.080, 5.75.090, 5.75.100, and 5.75.110 is
10 added to Title 5 of the Seattle Municipal Code as follows:

11 **Chapter 5.75 Sales and Use Tax Deferral for Conversion to Housing**

12 **Section 5.75.010 Definitions**

13 The definitions in this Chapter 5.75 and the definitions contained in Title 23 apply throughout
14 this Chapter 5.75. If the same term is defined in this section and in Title 23 the definitions of this
15 Section 5.75.020 shall prevail.

16 A. “Affordable housing” means:

17 1. Homeownership housing intended for owner occupancy to low-income
18 households whose monthly housing costs, including utilities other than telephone, do not exceed
19 30 percent of the household's monthly income;

20 2. Rental housing for low-income households whose monthly housing costs,
21 including utilities other than telephone, do not exceed 30 percent of the household's monthly
22 income.

23 B. “Applicant” means an owner of commercial property.

1 C. “Conditional recipient” means an owner of commercial property granted a conditional
2 certificate of program approval under this Chapter 5.75, which includes any successor owner of
3 the property.

4 D. “Director” means the Director of the City of Seattle Office of Planning and
5 Community Development or their designee.

6 E. “Eligible investment project” means an investment project that is located within
7 Seattle and receiving a conditional certificate of program approval.

8 F. “Investment project” means an investment in multifamily housing, including labor,
9 services, and materials incorporated in the planning, installation, and construction of the project,
10 and includes investment in related facilities such as playgrounds and sidewalks as well as
11 facilities used for business use for mixed-use development.

12 G. “Low-income household” means a single person, family, or unrelated persons living
13 together whose adjusted income is at or below 80 percent of the median family income adjusted
14 for family size, for the county, city, or metropolitan statistical area, where the project is located,
15 as reported by the United States department of housing and urban development.

16 H. “Underutilized commercial property” means an entire property, or portion thereof,
17 currently used or intended to be used by a business for retailing or office-related or
18 administrative activities.

19 **Section 5.75.020 Application process**

20 An owner of underutilized commercial property seeking a sales and use tax deferral for
21 conversion of a commercial building to provide housing and affordable housing under this
22 Chapter 5.75 on an investment project must complete the following procedures:

1 A. The owner must apply to the Director in writing, on forms provided by the Office of
2 Planning and Community Development. The application must contain the following:

3 1. Information setting forth the grounds supporting the requested deferral;
4 2. A description of the investment project and site plan;
5 3. A statement of the expected number of affordable housing units to be created
6 and the total number of dwelling units created due to the conversion of underutilized commercial
7 property;

8 4. A statement that the applicant is aware of the potential tax liability involved if
9 the investment project ceases to be used for eligible uses under this Chapter 5.75;

10 5. A statement that the applicant is aware that the investment project must be
11 completed within three years from the date of issuance of a conditional certificate of program
12 approval;

13 6. A statement that the applicant is aware that the Director may extend the
14 deadline for completion of construction or rehabilitation for a period not to exceed 24
15 consecutive months;

16 7. A statement that the applicant would not have built in this location but for the
17 availability of the tax deferral under this Chapter 5.75; and

18 8. Documentation of submittal of a construction or land use permit pre-application
19 with the Seattle Department of Construction and Inspections.

20 B. The applicant must verify the application by oath or affirmation.

21 **Section 5.75.030 Approval process**

22 A. The Director may approve the application and grant a conditional certificate of
23 program approval if it finds that:

1 1. The investment project consists primarily of multifamily residential use and the
2 applicant commits to renting or selling at least 10 percent of the dwelling units as affordable
3 housing. In a mixed-use project, only the ground floor of a building may be used for commercial
4 purposes with the remainder dedicated to multifamily residential use; and

5 2. The investment project is, or will be at the time of completion, in conformance
6 with all local plans and regulations that apply at the time of the conditional certificate of program
7 approval;

8 3. The investment project will occur on land that constitutes, at the time of the
9 conditional certificate of program approval, underutilized commercial property;

10 4. The area where the investment project will occur is located within an area
11 zoned for residential or mixed uses;

12 5. The terms and conditions of the implementation of the development meets the
13 requirements of this Chapter 5.75; and

14 6. The land where the investment project will occur was not acquired through a
15 condemnation proceeding under Title 8 RCW; and

16 7. All other requirements this Chapter 5.75 appear to be satisfied in the best
17 estimation of the Director.

18 **Section 5.75.040 Appeals process**

19 A. The Director must approve or deny an application filed under this Chapter 5.75 within
20 90 days after receipt of the application.

21 B. If the application is approved, the Director must issue the applicant a conditional
22 certificate of program approval. The conditional certificate of program approval shall be in a

1 letter, and the letter must contain a statement that the investment project as described in the
2 application will comply with the required criteria of this Chapter 5.75.

3 C. If the application is denied the Director must state in writing in a letter the reasons for
4 denial and send the notice to the applicant at the applicant’s last known address within 10 days of
5 the denial.

6 D. Upon denial of an application, an applicant may appeal the denial to the City’s
7 Hearing Examiner within 30 days after receipt of the denial. The appeal before the Hearing
8 Examiner must be based upon the record made before the City with the burden of proof on the
9 applicant to show that there was no substantial evidence to support the City’s decision. The
10 decision of the Hearing Examiner on appeal is final.

11 **Section 5.75.050 Additional requirements, conditions, and obligations**

12 A. Within 30 days of the issuance of a certificate of occupancy by the City for an eligible
13 investment project, the conditional recipient must file with the Director the following:

14 1. A description of the work that has been completed and a statement that the
15 eligible investment project qualifies the property for a sales and use tax deferral under this
16 Chapter 5.75;

17 2. A statement of the new affordable housing to be offered as a result of the
18 conversion of underutilized commercial property to multifamily residential use including
19 identification of the specific dwelling units to be offered as affordable housing and the monthly
20 rent charged for each, and a statement of the total number of dwelling units to be offered as a
21 result of the conversion of underutilized commercial property to multifamily residential use; and

22 3. A statement that the work has been completed within three years of the
23 issuance of the conditional certificate of program approval.

1 B. Within 30 days after receipt of the statements required under subsection 5.75.050.A,
2 the Director must determine and notify the conditional recipient in a letter as to whether the work
3 completed and the affordable housing to be offered are consistent with the application and the
4 conditional certificate of approval, and the investment project continues to qualify for a tax
5 deferral under this Chapter 5.75. The conditional recipient must notify the Washington State
6 Department of Revenue within 30 days from receiving the determination from the Director that
7 the investment project continues to qualify for a tax deferral under this Chapter 5.75.

8 C. The Director must notify the conditional recipient within 30 days after receipt of the
9 statements required under subsection 5.75.050.A that a tax deferral under this Chapter 5.75 is
10 denied if the Director determines that:

11 1. The work was not completed within three years of the conditional certificate of
12 program approval; or

13 2. The work was not constructed consistent with the application or other
14 applicable requirements; or

15 3. The affordable housing units to be offered are not consistent with the
16 application and criteria of this Chapter 5.75; or

17 4. The owner’s property is otherwise not qualified for a sales and use tax deferral
18 under this Chapter 5.75.

19 D. If the Director finds that the work was not completed within the required time period
20 due to circumstances beyond the control of the conditional recipient and that the conditional
21 recipient has been acting and could reasonably be expected to act in good faith and with due
22 diligence, the Director may extend the deadline for completion of the work for a period not to

1 exceed 24 consecutive months, and must notify the Washington State Department of Revenue of
2 the extension.

3 E. If the Director determines the conditional recipient is not entitled to a sales and use tax
4 deferral under subsection 5.75.050.C, the conditional recipient may appeal the decision to the
5 City’s Hearing Examiner within 30 days after receipt of the denial. The appeal before the
6 Hearing Examiner must be based upon the record made before the City with the burden of proof
7 on the applicant to show that there was no substantial evidence to support the City’s decision.

8 F. Upon denial of the sales and use tax deferral under subsection 5.75.050.C the Director
9 shall notify the Washington State Department of Revenue, upon which taxes deferred under this
10 chapter are immediately due and payable, subject to any appeal by the conditional recipient.

11 **Section 5.75.060 Annual report**

12 A. Thirty days after the anniversary of the date of issuance of the certificate of occupancy
13 and each year thereafter for ten years, the conditional recipient must file with the Director an
14 annual report indicating the following:

15 1. A statement of the affordable housing offered as a result of the conversion of
16 underutilized commercial property to multifamily residential use including identification of the
17 specific dwelling units offered as affordable housing and the rent charged for each, and a
18 statement of the total number of dwelling units offered as a result of the conversion of
19 underutilized commercial property to multifamily residential use; and

20 2. A certification by the conditional recipient that the property has not changed
21 use;

22 3. A description of changes or improvements constructed after issuance of the
23 certificate of occupancy.

1 B. The conditional recipient of a deferral of taxes under this Chapter 5.75 must file a
2 complete annual tax performance report with the Washington State Department of Revenue
3 pursuant to RCW 82.32.534 beginning the year the certificate of occupancy is issued and each
4 year thereafter for 10 years.

5 C. If the City issues a certificate of program approval under this Chapter 5.75, it shall
6 report annually by December 31st of each year, beginning in 2025, to the Washington State
7 Department of Commerce the following information:

- 8 1. The number of program approval certificates granted;
- 9 2. The total number and type of buildings converted;
- 10 3. The number of affordable housing units resulting from the conversion of
11 underutilized commercial property to multifamily residential use; and
- 12 4. The estimated value of the sales and use tax deferral for each investment
13 project receiving a certificate of program approval and the total estimated value of sales and use
14 tax deferrals granted.

15 **Section 5.75.070 Voluntary discontinuance**

16 A. If a conditional recipient voluntarily opts to discontinue compliance with the
17 requirements of this Chapter 5.75, the recipient must notify the Director and the Washington
18 State Department of Revenue within 60 days of the change in use or intended discontinuance.

19 B. If, after the Washington State Department of Revenue has issued a sales and use tax
20 deferral certificate and the conditional recipient has received a certificate of occupancy, the City
21 finds that a portion of an investment project is changed or will be changed to disqualify the
22 recipient for sales and use tax deferral eligibility under this Chapter 5.75, the City of Seattle’s

1 Office of Planning and Community Development must notify the Washington State Department
2 of Revenue and all deferred sales and use taxes are immediately due and payable.

3 C. This Section 5.75.070 does not apply after 10 years from the date of the certificate of
4 occupancy.

5 **Section 5.75.080 Transfer of ownership**

6 Transfer of investment project ownership does not terminate the deferral. The deferral is
7 transferred subject to the successor meeting the eligibility requirements of this Chapter 5.75. The
8 transferor of an eligible project must notify the Director and the Washington State Department of
9 Revenue of such transfer, in writing and whereupon the Director will certify to the Washington
10 State Department of Revenue whether the successor meets the requirements of the deferral. The
11 transferor must provide the information necessary for the Washington State Department of
12 Revenue to transfer the deferral. If the transferor fails to notify the Director and the Washington
13 State Department of Revenue, all deferred sales and use taxes are immediately due and payable.

14 **Section 5.75.090 Combination with multi-family tax exemption**

15 An owner of underutilized commercial property claiming a sales and use tax deferral
16 under this Chapter 5.75 may also apply for the Multifamily Housing Property Tax Exemption
17 under Chapter 5.72 or Chapter 5.73 and Chapter 84.14 RCW. For applicants receiving a property
18 tax exemption under Chapter 5.72 or Chapter 5.73 and Chapter 84.14 RCW, the amount of
19 affordable housing units required for eligibility under this Chapter 5.75 is in addition to the
20 affordability conditions in Chapter 5.72 or Chapter 5.73 and Chapter 84.14 RCW.

21 **Section 5.75.110 Sunset**

22 This sales and use tax deferral program shall expire such that new applications for the
23 sales and use tax deferral shall not be accepted beginning 10 years from the effective date of this

1 ordinance. Investment projects that receive a conditional certificate of approval based on an
2 application submitted before the sunset date shall remain eligible for the sales and use tax
3 deferral subject to the terms and conditions in this Chapter 5.75.

4 Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this
5 ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such
6 invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any
7 other section, subsection, sentence, clause, phrase or words of this ordinance.

8



Application for Conditional Certificate of Program Approval Sales and Use Tax Deferral for Conversion of Underutilized Commercial Property to Housing

Overview

During the 2024 Washington State legislative session the legislature passed and Governor Inslee signed Engrossed Second Substitute Senate Bill 6175 (E2SSB 6175) authorizing a limited sales and use tax deferral program intended to stimulate the redevelopment of underutilized commercial property in targeted urban areas and provide housing supply and affordable housing. In [insert month] of 2025 the Seattle City Council passed ordinance [insert] establishing Chapter 5.75 of the Seattle Municipal Code (SMC) enabling the limited sales and use tax deferral in Seattle. The owner of an investment project that is a conversion of underutilized commercial space to multifamily residential may apply to the City and the Washington State Department of Revenue for a deferral of the sales and use taxes on the construction of the conversion. To be eligible for the tax deferral the investment project must meet all the requirements and conditions of SMC Chapter 5.75 and RCW 82.59, including the requirement that at least ten percent of the dwelling units that are created in the conversion be provided as affordable housing.

This application form is the first step in the approval process for the sales and use tax deferral. It contains guiding information in addition to SMC Chapter 5.75. The owner of an investment project seeking the sales and use tax deferral must submit this application form with complete information to the Director of the Office of Planning and Community Development. Based on the information provided in this form the Director will approve or deny a conditional certificate of program approval.

Application Process and Submission Instructions

- Review the requirements and the process described in SMC Chapter 5.75 and RCW 82.59. It is the applicant's responsibility to understand the program steps and requirements in both the City and State laws.
- Prepare your application by entering information in this document under each of the topics listed below. Complete information must be provided under all topics.
- Prepare additional exhibits, drawings and site information as needed to support your responses.

- Submit materials to the Director of the Office of Planning and Community Development by e-mail to Rico.Quirindongo@Seattle.gov. We advise you to contact the Director’s executive assistant at Jane.Klein@Seattle.gov to communicate with the department shortly before submitting your documents to ensure smooth transmittal of materials and to facilitate the fastest possible review.
- After submittal of the application materials the Director or their staff designee will contact you should the need arise to discuss your application or clarify any information.
- The Director will issue a letter of either an approval or denial of a conditional certificate of program approval within 90 days of receipt of your application.

Applicant Contact Information

Investment Project Owner

Provide contact information for the investment project owner. This is the person or entity who is an authorized owner of the commercial property being converted to housing.

Name: _____

Company (if applicable): _____

E-mail: _____

Telephone: _____

Mailing Address: _____

Investment Project Representative

If different from above provide contact information for a project representative who will be the main point of contact with our office for communications regarding this application.

Name: _____

Company (if applicable): _____

E-mail: _____

Telephone: _____

Mailing Address: _____

Required Application Information

You must provide complete information for every one of the seven topic areas listed below. For topics that require a statement provide a complete affirmative statement in text inserted by you.

1. Describe the investment project and provide a site plan

Provide enough information for the Director to understand the full extent of the conversion proposal including all proposed uses and the extent of construction or renovation activities. Attach drawings or exhibits as necessary.

2. Statement of affordable housing and total housing quantities

Provide a statement of the number of affordable housing units you will create and the total number of dwelling units that will be created due to the conversion of underutilized commercial property. For income and rent limits on the affordable housing units, refer to the Seattle Office of Housing's Income and Rent Limits for rental housing programs, and use the table for "Other developer agreements; for example IZ, MFTE (P3, P4, P5 only), MHA, MPC-YT" ([link](#)).

3. Statement of potential tax liability

Provide a statement that you are aware of the potential sales and use tax liability involved if the investment project ceases to be used for eligible uses or otherwise ceases to meet the program requirements and conditions under SMC Chapter 5.75 and RCW 82.59.

Be aware that if after you receive a tax deferral certificate your project changes or otherwise ceases to be eligible for the deferral, such as for failure to maintain compliance with the affordable housing requirement, then all of the sales and use taxes plus interest will be immediately due and payable. A debt for deferred taxes will not be extinguished by insolvency or other failure of the recipient.

4. Statement regarding timeline for project completion

Provide a statement that you are aware that the investment project must be completed within three years from the date of issuance of a conditional certificate of program approval.

5. Statement regarding limited opportunity for extension

Provide a statement that you are aware that the Director may extend the deadline for completion of construction or rehabilitation for a period not to exceed 24 consecutive months, and only if the Director finds that the work was not completed within the required time period due to circumstances beyond the control of the conditional recipient and that the conditional recipient has been acting and could reasonably be expected to act in good faith and with due diligence.

6. Statement regarding construction in the proposed location

Provide a statement that you would not have built in this location but for the availability of the tax deferral under SMC Chapter 5.75 and RCW 82.59.

7. Documentation of construction or land use permit activity

Provide documentation that you have at least submitted pre-application materials with the Seattle Department of Construction and Inspections (SDCI) for the proposed investment project. If you have received a project number for a construction or land use permit application from SDCI please provide it here.

Oath or Affirmation

This application must be certified by oath or affirmation. The investment project owner must provide the oath or affirmation by signing the statement below before a Notary.

I do solemnly affirm that all the statements and information provided by me in this application are true to the best of my knowledge and belief, and this I do under the penalties of perjury.

Signature: _____ Date: _____

Washington Notary Acknowledgement

State of Washington

County of [COUNTY]

On this ____ day of _____ 20__, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who appeared before me, and said person acknowledged that (she/he/they) signed this instrument and acknowledged it to be (her/his/their) free and voluntary act for the uses and purposes mentioned in the instrument.

(Seal or Stamp)

Signature

NOTARY PUBLIC in and for the State of Washington,
Residing at: _____

My Commission Expires:



Seattle
Office of Planning &
Community Development
Bruce Harrell, Mayor | Rico Quirindongo, Director

600 4th Ave, Floor 5
P.O. Box 94788
Seattle, WA 98124-7088

Month, Date, ####

Applicant Address
Applicant Address
Applicant Address

Re: Application for conditional certificate of program approval for the investment project at [site address]

Dear [owner name],

The Director of the Office of Planning and Community Development received your application for a conditional certificate of program approval for the limited sales and use tax exemption for conversion of the underutilized commercial property at [address] to multifamily residential pursuant to SMC Chapter 5.75 and RCW 82.59 on [month, day, year]. The Director has reviewed the information provided in the application and makes the following decision and findings.

Decision

The application for conditional certificate of program approval is [**approved/denied**]. This letter constitutes your [conditional certificate of program approval /notice of denial of conditional certificate of program approval].

Findings

The following findings are made by the OPCD Director in support of the decision. [This section would be revised if the decision is deny, to document the reason for the denial].

1. The investment project consists primarily of multifamily residential use and the applicant commits to renting or selling at least 10 percent of the dwelling units as affordable housing. # total dwelling units will be created by the investment project and # of the dwelling units will be offered as affordable housing. Only the ground floor of the building will be used for commercial purposes and the remainder will be dedicated to multifamily residential use.
2. The investment project is, or will be at the time of completion, in conformance with all local plans and regulations that apply at the time of this conditional certificate of program approval. Receipt of all required construction and land use permits issued by the Seattle Department of Construction and Inspections must be obtained and shall evidence the conformance.

3. The investment project will occur on land that constitutes, at the time of this conditional certificate of program approval, underutilized commercial property.
4. The area where the investment project will occur is located within an area zoned for residential or mixed uses. The investment project is in the [insert zone name].
5. According to the information provided in the application, the terms and conditions of the implementation of the investment project meet the requirements of Seattle Municipal Code Chapter 5.75.
6. The land where the investment project will occur was not acquired through a condemnation proceeding under Title 8 RCW.
7. All other requirements of RCW 82.59 appear to be satisfied in the best estimation of the Director of the Office of Planning and Community Development.

Next Steps

[This section would be revised to identify the appeal opportunity if the decision is deny]. This conditional certificate of program approval may be presented by you to the Washington State Department of Revenue. It is your responsibility to comply with the requirements and conditions of Chapter 5.75 and RCW 82.59 to successfully obtain and maintain the limited sales and use tax deferral.

Be aware that if after you receive a tax deferral certificate your project changes or otherwise ceases to be eligible for the deferral, such as for failure to maintain compliance with the affordable housing requirement, then all of the sales and use taxes plus interest will be immediately due and payable. A debt for deferred taxes will not be extinguished by insolvency or other failure of the recipient.

The City of Seattle will not be directly involved in your process with the Washington State Department of Revenue. Within 30 days of the issuance of a certificate of occupancy by SDCI for your eligible investment project you must file with the Director of the Office of Planning and Community Development the documentation as described in SMC 5.75.060.

Should you have any questions please do not hesitate to contact my staff member [name] at [e-mail].

Sincerely,

Rico Quirindongo,
Director



Seattle
Office of Planning &
Community Development
Bruce Harrell, Mayor | Rico Quirindongo, Director

600 4th Ave, Floor 5
P.O. Box 94788
Seattle, WA 98124-7088

Month, Date, ####

Applicant Address
Applicant Address
Applicant Address

Re: Project completion certificate of approval for the investment project at [site address]

Dear [owner name],

The Director of the Office of Planning and Community Development received the documentation you provided following the issuance of a certificate of occupancy for the eligible investment project at [insert address] on [month, day, year]. The Director previously issued a conditional certificate of program approval to you for the limited sales and use tax exemption for conversion of the underutilized commercial property at [address] to multifamily residential pursuant to Seattle Municipal Code (SMC) Chapter 5.75 and RCW 82.59 on [month, day, year]. The Director has reviewed the documentation that you provided about the complete investment project and makes the following determination.

Determination

The work completed and the affordable housing to be offered are consistent with the conditional certificate of approval. The investment project continues to qualify for a tax deferral under SMC Chapter 5.75 and RCW 82.59.

Findings

[This section would be revised if the decision is deny, to document the reason for the denial]. The following findings are made by the OPCD Director in support of the determination. [This section would be revised if the decision is deny, to document the reason for the denial].

1. The work was completed within three years of the conditional certificate of program approval.
2. The work was constructed consistent with the application for conditional certificate of approval other applicable program requirements.
3. The affordable housing units to be offered are consistent with the application and criteria of the program requirements. ## total dwelling units will be created by the investment project and ## of the dwelling units will be offered as affordable housing.

Next Steps

[This section would be revised to identify the appeal opportunity if the decision is deny]. This determination that the investment project continues to be eligible for the sales and use tax deferral may be presented by you to the Washington State Department of Revenue. It is your responsibility to comply with the requirements and conditions of SMC Chapter 5.75 and RCW 82.59 to successfully maintain the limited sales and use tax deferral. The City of Seattle will not be directly involved in your process with the Washington State Department of Revenue.

Be aware that if after you receive a tax deferral certificate your project changes or otherwise ceases to be eligible for the deferral, such as for failure to maintain compliance with the affordable housing requirement, then all of the sales and use taxes plus interest will be immediately due and payable. A debt for deferred taxes will not be extinguished by insolvency or other failure of the recipient.

Thirty days after the anniversary of the date of issuance of the certificate of occupancy and each year thereafter for ten years, you must file with the Director of the Office of Planning and Community Development an annual report containing the information specified in SMC 5.75.070.

Should you have any questions please do not hesitate to contact my staff member [name] at [e-mail].

Sincerely,

Rico Quirindongo,
Director

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
OPCD	Geoff Wentlandt	Christie Parker

1. BILL SUMMARY

Legislation Title:

A RESOLUTION declaring intention to establish a new sales and use tax deferral for the conversion of underutilized commercial property to housing.

Summary and Background of the Legislation:

The proposed resolution states the City’s intention to authorize a sales and use tax deferral program for owners of underutilized commercial properties seeking to convert their buildings into housing and affordable housing. The resolution is a required step in the process to adopt legislation that would enact the authority granted to the City by the State of Washington through Engrossed Second Substitute Senate Bill 6175 (E2SSB 6175), which became effective June 1, 2024. To activate the tax deferral locally, a City must pass a resolution of intention, provide draft program documents for public review, and announce the date of a future public hearing. Following this resolution, the executive expects to forward an Ordinance for City Council consideration, and hold a public hearing on January 30, 2025.

The intent of the tax deferral is to encourage the production of affordable housing and employment opportunities in targeted urban areas. Seattle has an acute shortage of affordable housing. Moreover, many commercial buildings downtown continue to experience high vacancy due to the shift in pandemic era work patterns. This in turn creates a drag on the City’s economic recovery. Conversion of these buildings into residential units would both further the City’s goals to increase the housing supply and support economic development, revitalization, and downtown activation. These goals align closely with the priorities outlined in Seattle’s Downtown Activation Plan and draft Comprehensive Plan Update.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? Yes No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City? Yes No

3.d. Other Impacts

Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts.

The Resolution of intention is a preliminary step that does not effectuate any change. Following this resolution, the executive expects to forward an Ordinance for City Council consideration, and hold a public hearing on January 30, 2025. Information regarding potential impacts of future program adoption is provided for reference.

The financial impacts of the proposed tax deferral to the City are negligible because the non-collection of sales tax on construction costs applies to projects that would not occur without this policy. Owners seeking to use this program must attest to a “but for” clause indicating that they would not do the conversion project in the absence of the proposed tax deferral. That said, it is possible that developers will choose to construct projects that qualify for the proposed tax deferral rather than pursuing a different project that does not qualify for the deferral; if that occurs, the City would lose sales tax revenue that would have been collected absent this proposal.

Office-to-residential conversions have received much attention since the pandemic, but there have been no conversions in Seattle to date. This is possibly because most of these projects are not financially feasible without public support given current economic conditions and development costs. The Office of Planning and Community Development (OPCD) has conferred with several developers who are strongly interested in conversion projects but unlikely to pursue them without this proposed legislation.

Although we anticipate little to no direct negative fiscal impact to the City as a result of the future ordinance enacting the sales and use tax deferral, we provide the following contextual information about sales and use tax collection for construction projects. The total sales and use tax rate in Seattle is 10.35%. The City receives only a fraction of the sales and uses taxes, while the majority is paid to the County, the Sound Transit District, and the State according to the rates in Figure 1. All of the sales and use tax is collected at the point of sale by the vendor business and remitted to the State Department of Revenue (DOR). The portion of the sales tax due to the City or County is provided back to that jurisdiction by DOR.

	City	County	Transit District	State	Total:
Tax Amount	1 %	1.45%	1.4%	6.5%	10.35%

Figure 1: Seattle Sales Tax Rate & Components (Source: [MRSC](#))

The City’s 1% share is made up of a 0.85% unrestricted sales and use tax that can be used for any governmental purpose and 0.15% for the local transportation benefit district.

Figure 2 illustrates how sales and use taxes would be collected on a \$140 million construction project. Sales and use taxes would be charged on the project’s total hard costs, including services of the contractor, but not on soft costs such as design and permitting fees or financing. This approximates the construction budget of a conversion project for a 200-unit residential development with ground floor retail in a historic-aged structure. If the project received the

sales and use tax deferral its total project costs would be reduced by approximately \$10 million, leading to a 7% reduction in total development costs.

Project Costs	With Sales Tax	Sales Tax Exempt
Land Acquisition	\$9,000,000	\$9,000,000
Hard Costs	\$100,000,000	\$100,000,000
WA Sales Tax	\$10,000,000	Waived
Tenant Improvements	\$2,000,000	\$2,000,000
Soft Costs	\$14,000,000	\$14,000,000
Financing	\$5,000,000	\$5,000,000
Project total:	\$140,000,000	\$130,000,000

Figure 2: Illustrative pro forma for \$140 million conversion project with, and without sales tax

In the Figure 2 example the City’s share of the sales and use taxes would be about \$1 million.

The City may experience positive indirect fiscal impacts by helping property owners initiate conversion development projects. Providing new housing options, especially in downtown buildings, will add residents that support the revitalization of the downtown economy including spending by those residents on other goods and services in downtown, which can support the survival of downtown businesses which pay business and operation taxes. The production of affordable housing units is a direct benefit to low- and moderate-income households who would occupy the housing. The proposal would address the current shift in taxable consumption away from Seattle’s city center, a pandemic-induced phenomena that has lowered commercial and residential property values in city centers. Downtown real estate is currently experiencing a decrease in sales values of properties which is causing a reduction in the assessed values for property tax purposes. ([source](#)) Conversions of underutilized commercial buildings have the potential to stabilize property values in the center city. Moreover, new construction activity (so long as the conversion project is additive and not a shift of development projects) would lead to an increase in property tax revenue over time. The indirect positive fiscal impacts are difficult to project and quantify to specific dollar amounts.

If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.

The cost of administering the proposed tax deferral can be absorbed within OPCD’s existing budget and staff. The resources required to manage the program would be small and can be assigned to existing staff – particularly the Downtown Activation Coordinator position during 2025-2027 – and other staff within the Land Use Policy division of the department thereafter. We estimate a total of approximately one dozen or less conversion projects within a 7-year time horizon.

Please describe any financial costs or other impacts of *not* implementing the legislation.

There is a likelihood that not implementing this legislation would deter office-to-residential conversions from moving forward, hindering the City's Downtown Activation Plan and affordable housing goals. The indirect positive fiscal impacts described above would be less likely to occur in the absence of this legislation.

4. OTHER IMPLICATIONS

Please describe how this legislation may affect any departments besides the originating department.

The tax deferral program would be managed entirely by OPCD in partnership with the State Department of Revenue (DOR) with the exception of any appeals filed by property owners in the event of application or certificate denial. In such cases, the Office of the Hearing Examiner would hold a closed record hearing and issue a determination. Office of Housing (OH) and Seattle Department of Construction Inspections (SDCI) staff participated in formulating the proposed administrative approach and concur.

Does this legislation affect a piece of property? If yes, please attach a map and explain any impacts on the property. Please attach any Environmental Impact Statements, Determinations of Non-Significance, or other reports generated for this property.

The legislation is expected to spur construction on several commercial buildings located primarily downtown.

Please describe any perceived implication for the principles of the Race and Social Justice Initiative.

The legislation has the potential to make Seattle's downtown a more inclusive space for communities at risk of displacement by increasing the availability of affordable housing.

- i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**

This legislation does not impact vulnerable or historically disadvantaged communities. Conversions are expected to occur in downtown in census tracts with high to moderate risk of displacement. However, construction is unlikely to displace anyone since it will occur within commercial buildings.

- ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**

None.

- iii. What is the Language Access Plan for any communications to the public?**

OPCD will provide the application for tax deferral in the languages specified in our office's language access plan, including Spanish, Chinese, Vietnamese, Somali, and Togalog. ([source](#)) Initial rollout of program materials will be in English. It will take approximately 6 – 8 months for OPCD to identify resources and make translations into the other languages.

a. Climate Change Implications

- iv. Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.**

The short-term emissions from construction activities will be offset through a combination of improved energy efficiency in refurbished buildings, the reduced per capita energy consumption of multi-family buildings, and increasing the number of residents located within walking distance to transit which will reduce vehicle trips. ([source](#))

- v. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

The legislation will improve Seattle's climate resiliency by increasing the number of residents located in areas that can rely on transit over personal vehicles, and by creating new homes outside of areas that will be impacted by sea level rise. Any conversions downtown are likely to occur in areas outside the projected Sea Level Rise (SLR) zone for 2100. ([source](#))

If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?

The legislation does not establish a major new program for monitoring. However, property owners are required to report the number of housing units and affordable housing units that are created within their projects over a 10-year period, which should provide the city with a useful performance measure to evaluate this policy in the long run.

5. CHECKLIST

Is a public hearing required?

No. A public hearing is not required for passage of this Resolution

A City Council public hearing must be conducted before a subsequent Ordinance is adopted. The public hearing and consideration of the ordinance is expected to take place on January 30, 2025, beginning at 2 p.m. in Seattle City Hall, located at 600 4th Avenue.

Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?

No. Publication is not required for the passage of the proposed Resolution. Publication will be required prior to action by city council on the subsequent Ordinance.

If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?

Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?

6. ATTACHMENTS

Summary Attachments: None.



Seattle Office of Planning & Community Development

Rico Quirindongo, Director

Date: November 20, 2024

To: City Council Land Use Committee

From: Rico Quirindongo, OPCD
Geoff Wentlandt, OPCD

Subject: Approach for implementing a sales tax deferral for conversions of underutilized commercial space to residential authorized under E2SSB 6175

Summary:

The City wants to support conversions of commercial space to residential, especially in greater downtown, and is seeking to enact a sales and use tax deferral that was authorized under state legislation E2SSB 6175 during the 2024 legislative session. Cities must take local action to put a program in place. This memo summarizes how OPCD proposes to enact the program, including the process to establish it and the method to administer it.

Adoption of the Tax Deferral Program Locally

- **City Council Resolution**

The City must adopt a Resolution of intention to create a sales and use tax deferral program. The Resolution must generally describe the proposed program. It must state the time and place of a public hearing to be held to consider the program. The resolution must provide general information about the application process, the approval process, and the appeals process. OPCD has prepared the Resolution and is striving to transmit it on November 20, 2024. We are providing a Draft Ordinance, draft application form, and draft letters for public review as attachments to the Resolution.

- **Public Hearing and Ordinance Adoption**

A public hearing must be held. Notice must be published once each week for two consecutive weeks, not less than seven days, nor more than 30 days before the date of the hearing. OPCD proposes an Ordinance that would make changes to codify the program in the SMC. We expect that the public hearing will take place on January 30, 2025, and Ordinance adoption would occur in February/March of 2025, following Council's usual process to adopt legislation.

Administration of the Tax Deferral Program

Steps and requirements to administer a program are prescribed by E2SSB 6175, but there are several choices for how the City will perform administration. The purpose of this section is to provide a summary of how the program would work to affected parties. After dialogue with partner departments and other stakeholders, OPCD is proposing to take direct oversight for most aspects of program administration. We are in close contact with the development community and have a high degree of confidence that the volume of conversions to housing will be small. We estimate 12 total projects or

fewer within a 7-year time horizon. This volume is manageable for OPCD to administer with existing staffing levels.

- ***Owner applies for the tax deferral.***
 - The owner applies to the City by completing and submitting a form provided by OPCD (see draft application form). OPCD proposes that the application for tax deferral be submitted to the OPCD Director. The application requirements closely track with the process laid out in E2SSB 6175.
 - OPCD proposes that the owner shall have at least completed a construction or land use permit pre-application with SDCI.
 - OPCD proposes that the tax deferral application is separate from the land use permitting process and is not subject to the State's Land Use Petition Act (LUPA) processes and requirements.
 - Cities have the option of requiring an application fee. However, to streamline the process and avoid complications of receiving funds and compliance with the City's fee subtitle, OPCD proposes to charge no application fee.
 - The application must contain an oath or affirmation regarding the following information:
 - Project description and site plan
 - Statement describing the number of expected affordable housing units
 - Statement of awareness of tax liability if the project ceases to qualify
 - Statement acknowledging the deadline for construction
 - Statement that the owner would not have built here "but for" the tax deferral
 - Documentation of submittal of a construction or land use permit pre-application with SDCI. (Include SDCI construction or land use permit record number.)
- ***The City (OPCD) Reviews the Application and Decides Whether to Grant a "Conditional Certificate of Approval" to the Owner.***
 - An assigned OPCD planner on behalf of the Director reviews the application and determines whether the proposal meets conditions stipulated in E2SSB 6175:
 - The project is multifamily and the applicant has attested to commit to renting/selling at least 10% of the units as affordable
 - The project would be in conformance with plans and regulations when approved
 - The project will occur on underused commercial land (is an existing commercial structure)
 - The project is in an area zoned for commercial or mixed use
 - The project meets the requirements of the RCW
 - The land was not acquired through a condemnation proceeding
 - The City must approve or deny the application within 90 days. If the review finds that the conditions are met the OPCD Director issues a Conditional Certificate of Approval letter to the owner. (Draft attached).
 - If the application is denied, the City must state in writing the reasons for the denial in a letter to the owner.
 - OPCD proposes that the owner may appeal a denial decision to the City's Hearing Examiner (see separate section below).
- ***The Conditional recipient (aka owner) submits an application to the State Department of Revenue (DOR) for the tax deferral. (The City has no direct involvement in this portion of the process).***

- The owner is responsible for submitting its application to DOR. The owner provides a copy of the Conditional Certificate of Approval that was issued to them by the OPCD Director.
 - The owner provides its estimated construction costs and time schedule for construction to DOR.
 - The DOR must rule on the applications within 60 days.
 - The DOR provides information to the owner documenting the approval of the sales tax deferral and determines the total amount of sales taxes up to which the owner is eligible to defer.
 - DOR issues a sales and use tax deferral certificate to the owner that is valid during construction of the project until certificate of occupancy.
- ***The owner proceeds with construction after receiving all other required permits and approvals. (This portion of the process proceeds like any other project.)***
 - The owner procures all other required permits and approvals from the City (SDCI) like any normal development project.
 - The owner undertakes and completes construction of the renovation/conversion.
 - Like any normal project, the City (SDCI) issues a certificate of occupancy upon project completion.
- ***Owner/developer files documentation with the City after project completion***
 - Within 30 days of receiving a Certificate of Occupancy for the building the owner must submit the following documentation to the OPCD Director:
 - i. Description that the work is complete
 - ii. A statement describing the new affordable housing that is offered
 - iii. Statement that the work was completed within 3 years of the conditional certificate of approval letter provided by the City.
 - Within 30 days after receiving the owner's documentation the OPCD Director must determine and notify the owner, in a letter, whether the work completed and the affordable housing to be offered are consistent with the application and the conditional certificate of approval that was provided by the city, and the investment project continues to qualify for a tax deferral. (See draft letter attached.)
 - See separate appeals and denials section below for discussion of denials.
- ***Owner notifies DOR, and DOR certifies the project. (The City is not involved in this step.)***
 - Within 30 days of receiving the City's determination letter, the owner must notify DOR that the project is operationally complete.
 - The DOR proceeds to perform its certification of the project and determine the final qualifying amount of deferred sales taxes.
 - The DOR conducts a site visit to verify the project completion in accord with the conditional approvals.
- ***Owner is responsible for filing annual tax performance documentation to DOR. (The City is not involved in this step.)***
 - The owner of a project receiving the deferral of taxes must file a complete annual tax performance report with DOR pursuant to RCW 82.32.534 beginning the year the certificate of occupancy is issued and each year thereafter for 10 years.

- This annual tax performance documentation is the State's ongoing monitoring process for administering the tax deferral.
- ***The owner files annual reports to the City (OPCD) for a period of ten years.***
 - Thirty days after the anniversary of the date of issuance of the certificate of occupancy and each year thereafter for 10 years, the conditional recipient must file an annual report to the OPCD Director indicating the following:
 - i. A statement describing the affordable housing units on the property fulfilling the requirements for eligibility of the tax deferral
 - ii. A certification that the property has not changed use
 - iii. A description of any changes or improvements constructed after the certificate of occupancy
- ***The City (OPCD) files one annual report to the State Department of Commerce by December 31st starting in 2025 including the following:***
 - The number of program approval certificates granted
 - The total number and type of buildings converted
 - The number of affordable housing units resulting from the conversion
 - The estimated value of the sales and use tax deferral for each investment project receiving a program approval and the total estimated value of sales and use tax deferrals granted
- ***Appeal process if the City denies the application for conditional approval***
 - If the City issues a denial of the initial application by the owner for conditional approval an appeal can be filed with "the city's governing authority or a city official designated by the city to hear such appeals within 30 days after receipt of the denial", according to E2SSB 6175. The appeal "must be based upon the record made before the city".
 - OPCD proposes that the Ordinance establishing the local program identify that a closed record hearing before the City Hearing examiner would be the venue for an appeal of a denial of a Conditional Certificate of Approval letter. We propose that specific text be added to establish this procedure without identifying the conditional approval decision as a Type II decision.
 - We propose that the City also offer a municipal appeal process if the conditional recipient is denied a letter of approval by the City at the conclusion of construction. E2SSB 6175 gives local governments the option of providing an appeal process at this stage. We propose that the Ordinance establishing the local program identify that a closed record hearing before the City Hearing examiner would be the venue for an appeal of a denial of the final determination letter. We propose that specific text be added to establish this procedure without identifying the final determination as a Type II decision.

Next Steps:

OPCD suggest the following next steps:

- Consider the proposed Resolution at Land Use Committee on December 4th, 2024.
- Hold public hearing on the proposed Ordinance on January 30th, 2025, and consider passing the proposed Ordinance out of Land Use Committee on February 20th, 2025.

Amendment A Version 1 to RES 32156 – LEG Sales and use tax deferral for conversions to housing
RES

Sponsor: Councilmember Morales
Changing the public hearing date

Effect: This amendment would update the date of the public hearing on the proposed sales tax deferral program from January 30, 2025 to February 4, 2025.

Amend Section 2 of RES 32156 as follows:

Section 2. A public hearing before the City Council to take public testimony and to consider the proposed program shall be held on ~~((January 30))~~ February 4, 2025, beginning at 2 p.m. in the City Council Chambers in City Hall, located at 600 4th Avenue.



Legislation Text

File #: CB 120917, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to the Seattle Center Department; authorizing the execution of a Wireless Network Infrastructure Provider License Agreement with Verizon Wireless to design, install, operate, maintain, and upgrade a wireless communications system at Seattle Center.

WHEREAS, The City of Seattle owns Seattle Center, a premier gathering space hosting over 30 resident organizations and numerous events annually; and

WHEREAS, enhancing wireless broadband coverage within and around Seattle Center will significantly improve visitor experience and operational efficiency; and

WHEREAS, Verizon Wireless, a Delaware limited liability company, was the successful Proposer chosen through Seattle Center’s RFP process to design, install, operate, maintain, and upgrade a multi-carrier capable, carrier-neutral wireless communications system at Seattle Center; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Mayor or the Mayor’s designee is authorized to execute, for and on behalf of The City of Seattle, a Wireless Network Infrastructure Provider License Agreement with Verizon Wireless, substantially in the form attached to this ordinance as Attachment 1.

Section 2. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the _____ day of _____, 2024 and signed by me in open session in authentication of its passage this _____ day of _____, 2024.

President _____ of the City Council

Approved / returned unsigned / vetoed this ____ day of _____, 2024.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2024.

Scheereen Dedman, City Clerk

(Seal)

Attachments:

Attachment 1 - Wireless Network Infrastructure Provider License Agreement with Verizon Wireless

**WIRELESS NETWORK INFRASTRUCTURE PROVIDER
LICENSE AGREEMENT**

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This Wireless Network Infrastructure Provider License Agreement (“**Agreement**”), dated as of the later of the signature dates below (the “**Effective Date**”), is made and entered into by and between The City of Seattle, a Washington municipal corporation, by and through its Seattle Center Department (“**City**” or “**Seattle Center**”), and Seattle SMSA Limited Partnership d/b/a Verizon Wireless, a Delaware limited partnership with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (“**Verizon**”). Seattle Center and Verizon may be referred to as a “**Party**” and collectively as the “**Parties.**”

A. WHEREAS, the City owns that certain real property commonly known as the Seattle Center, including all Seattle Center-managed facilities and outdoor space (collectively, the “**Venue**”) upon portions of which Verizon will install certain wireless facilities. The City-owned property upon which such facilities will be located is described in **Exhibit A** herein and referred to herein as the “**Premises**”; and

B. WHEREAS, pursuant to the terms and conditions of this Agreement, Verizon will increase and enhance wireless broadband coverage within and around the Venue by designing, installing, operating, maintaining and marketing a multi-carrier capable, carrier-neutral wireless communications system commensurate with industry standards, that may be updated from time-to-time, that carries licensed spectrum, utilizing an indoor and outdoor distributed antenna system. The proposed system shall include but not be limited to antennas, power lines, wire, fiber optic, telecommunications and/or coaxial cable, and other associated equipment located throughout the various Premises and those improvements located in the Head End Space (as that term is defined in Article 8 below). All such equipment and improvements are collectively referred to herein as the “**WIRELESS NETWORK**”; and

C. WHEREAS, Verizon agrees to obtain approval from Seattle Center before and during installation of the WIRELESS NETWORK, and to inspect, upgrade, replace, modify, and repair the same in accordance with the terms and conditions set forth herein; and

D. WHEREAS, Verizon will enter into separate agreements with other wireless service providers (“**Carriers**”) to access and use the WIRELESS NETWORK, as provided herein;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seattle Center and Verizon agree as follows:

ARTICLE 1 – LICENSE

1.01 Grant of License. The City hereby grants to Verizon a license to use certain spaces on and within the Venue (such spaces being referred to as the Premises), necessary to design, install, operate, maintain, upgrade, inspect, replace, modify, repair, and manage the WIRELESS NETWORK, for the purpose of providing wireless services to patrons in and around the Venue. The WIRELESS NETWORK will be designed and installed pursuant to the terms and conditions set forth herein and at Verizon's sole expense. Verizon shall also have reasonable access to, over and across portions of the Premises, as approved by Seattle Center pursuant to Section 1.02 below, to enable Verizon to exercise its rights and obligations hereunder, including ingress, egress and telecommunication and utility connections, as agreed herein, to and from the WIRELESS NETWORK. Verizon in its sole discretion may, but shall not be required to, rent dedicated parking spaces from the City on City-owned property on a monthly basis at the City's established rate as may be updated from time-to-time.

1.02 Access. Seattle Center shall provide Verizon, its employees, agents and contractors reasonable access to the Premises during the Term (as defined below), at reasonable times to conduct the activities permitted herein. Except in an emergency, herein defined as an act or event imminently threatening the health or safety of persons or property, such access shall be scheduled and reasonably approved in advance by the City by contacting Seattle Center's campus manager or designee identified and acknowledged in writing including electronic mail, by Seattle Center. Verizon acknowledges that the event-driven nature of Seattle Center's business requires different standards for "reasonable access" and "reasonable times," as those terms are used herein, during events as compared with non-event driven business. In an emergency, Verizon shall have access to the Premises 24 hours per day, 7 days per week, except when such access would materially disrupt an event or other activity at the Venue or endanger members of the public, including event attendees at the Venue. The Parties will use reasonable efforts to coordinate any emergency responses. Seattle Center's 24/7 emergency contact information is Emergency Service Unit – (206) 684-7272. In order to obtain access to the Premises during an emergency, when a representative of Seattle Center is not available, Verizon shall contact the Seattle Center Emergency Services Unit Officer on Duty ("**Unit 1**") at 206-684-7272. Each Party will maintain the emergency contact information current at all times with the other Party.

1.03 Compliance with Law. Verizon's use of the Premises is subject to it obtaining all applicable certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority, and this Agreement. Verizon shall install, operate

and maintain its WIRELESS NETWORK in compliance with applicable federal, state and local laws, regulations, rules, codes and ordinances; in compliance with the terms and conditions of this Agreement; and in a manner that does not interfere with the lawful operations of Seattle Center at the Venue.

1.04 Temporary Licenses. In accordance with the Facility Use Agreement dated February 13, 2024 (“**Verizon’s Temporary License**”) Verizon installed Temporary Facilities in the Venue in order to provide wireless services to Verizon’s customers and patrons of the Venue. Verizon’s Temporary License is attached to this Agreement as **Exhibit B** and incorporated herein. It is agreed and understood by the Parties that Verizon’s Temporary License shall remain in full force and effect until such time as the WIRELESS NETWORK at the Premises is installed and operational and able to carry Verizon’s commercial traffic and provide radio frequency coverage in the coverage areas described in the Final Design Plan and/or Construction Agreement (as defined below). If the WIRELESS NETWORK is not installed, operational, and able to carry Verizon’s commercial traffic and provide radio frequency coverage in the coverage areas described in the Final Design Plan and/or Construction Agreement before Verizon’s Temporary License expires, the parties may agree to extend Verizon’s Temporary License, or they will negotiate and execute a new one. In the event of conflict between Verizon’s Temporary License and this Agreement, this Agreement shall control. Seattle Center acknowledges and agrees that City has entered into separate temporary license agreements for installation and operation of temporary facilities at the Venue with two other Carriers, T-Mobile and AT&T (“Other Carriers’ Temporary Licenses”), which agreements are due to expire by their respective terms on December 31, 2026. The City represents and warrants that pursuant to the terms of the Other Carriers’ Temporary Licenses the City will terminate the Other Carriers’ Temporary Licenses before the WIRELESS NETWORK becomes operational. If the WIRELESS NETWORK is not installed, operational, and able to carry Verizon’s commercial traffic and provide radio frequency coverage in the coverage areas described in the Final Design Plan and/or Construction Agreement before the Other Carriers’ Temporary Licenses expire, the City may extend the Other Carriers’ Temporary Licenses or execute new ones until the WIRELESS NETWORK becomes operational.

1.05 Exclusivity of License. During the entire term of this Agreement, including any extensions hereof, Verizon shall have the exclusive right to design, install, operate, maintain, and manage the WIRELESS NETWORK and to sublicense the use thereof to other Carriers, for the purpose of providing federally licensed cellular spectrum services on the Premises, to the extent allowed by law and contingent on Verizon meeting the obligations set forth in Article 2. This provision does not preclude Seattle Center from

licensing: (a) any wireless internet services; (b) any event wireless services, including any wireless sound, video, or future technology systems necessary to support events and business operations on the Venue that cannot be adequately supported by the WIRELESS NETWORK; and (c) any non-Carrier based technology.

ARTICLE 2 – CARRIER ENGAGEMENT AND AGREEMENTS

2.01 Carrier Engagement. The WIRELESS NETWORK will accommodate other wireless service providers on a carrier-neutral basis. Verizon will create a collaborative process to engage other major Carriers, including T-Mobile and AT&T, in both the design and in making the WIRELESS NETWORK available to other Carriers. Verizon shall use its best efforts to enter into separate agreements with Carriers for the use of the WIRELESS NETWORK for the installation and operation of other Carriers' equipment and to integrate their equipment into the WIRELESS NETWORK, no later than two (2) years after the Effective Date.

2.02 Carrier Agreements. In the event Verizon does not execute access agreements with at least two (2) major Carriers, and integrate the Carriers' equipment into the WIRELESS NETWORK, within two (2) years after execution of this Agreement, the following process will apply. Verizon shall, within fifteen (15) days after receipt of prior written notice from Seattle Center, submit to the City a description, including relevant documentation (excluding confidential or other documentation deemed proprietary by Verizon), if any, of the steps taken by Verizon to engage with the Carrier ("**Verizon Response**"). Upon receipt of the Verizon Response, designated representatives of Verizon and the City shall in good faith promptly meet and confer to determine whether additional efforts with the Carrier are appropriate to integrate the Carrier's equipment into the WIRELESS NETWORK. If Verizon and the City are unable to resolve matters in the aforementioned meet and confer discussions, either Party may request the matter be referred to mediation in accordance with Article 20.

2.03 Carrier Communication. Verizon will provide on-going communication to all participating Carriers regarding the WIRELESS NETWORK, upgrade opportunities, outages, and access for repairs to maintain carrier service. Verizon will support and coordinate the transition of the current Venue-managed wireless system capabilities onto the new WIRELESS NETWORK without loss of service.

2.04 Lease Revenues. Verizon will receive 100% of lease revenues from Carriers brought on to the WIRELESS NETWORK.

2.05 Carriers Agreements Subordinate. Any agreement that Verizon enters into with a Carrier for the use of the WIRELESS NETWORK on the Premises shall be subject and subordinate to the terms and conditions of this Agreement and shall require that each Carrier complies with all applicable federal, state and local laws, regulations, rules, codes and ordinances, and the design and installation terms and conditions of this Agreement.

ARTICLE 3 – TERM

3.01 Term. The initial term of this Agreement is twelve (12) years (the “**Initial Term**”) and shall commence on the Effective Date.

3.02 Renewal Terms. Provided Verizon is not in default, this Agreement will automatically renew for two (2) additional and successive four- (4) year terms (each a “**Renewal Term**”), commencing at the end of the Initial Term. The Initial Term plus any Renewal Terms utilized by Verizon shall be referred to collectively as the “**Term**.”

ARTICLE 4 – PAYMENT

4.01 Costs. All aspects of the design and construction of the WIRELESS NETWORK shall be the sole responsibility of Verizon, and Verizon shall bear all costs and risks associated with the design and construction of the WIRELESS NETWORK. Verizon shall deploy the WIRELESS NETWORK at no cost to the City and shall reimburse Seattle Center for necessary Venue Project Management Expenses pursuant to Section 5.03.

4.02 Initial Payment. Verizon shall pay Seattle Center an initial payment of One Hundred Fifty Thousand Dollars (\$150,000.00) no later than forty-five (45) days following the Effective Date (“**Initial Payment**”).

4.03 Annual Fees. Thereafter, Verizon shall pay Seattle Center One Hundred Fifty Thousand Dollars (\$150,000.00) per year, which payment shall be due annually on the anniversary of the Effective Date, for every year beginning 2025 through 2035 (“**Annual Fee(s)**”) such that the total amount of the Initial Payment and the Annual Fees paid to Seattle Center for the entire Initial Term shall be equal to One Million Eight Hundred Thousand Dollars (\$1,800,000.00).

4.04 Monthly Land Rent. In addition to the Initial Payment and Annual Fees, once the WIRELESS NETWORK is operational, Verizon shall pay Seattle Center monthly land rent of Thirty Thousand Dollars (\$30,000) per month (“**Monthly Land Rent**”). Land

Rent payments shall increase annually by 2.99% over the amount from the immediately preceding year.

4.05 Method of Payment. Verizon shall reimburse Seattle Center and deliver the Initial Payment, Annual Fees, and the Monthly Land Rent pursuant to Section 21.01 or by electronic payment as may be agreed upon in writing by both Parties. The City will cooperate with Verizon regarding the use of any electronic payment systems and the provision of any associated documentation, including an IRS form W-9 or similar governmental forms as reasonably requested by Verizon.

4.06 Reopener. The intent of the Parties is to achieve a fair market rate for use of the Venue and Premises. No later than one hundred eighty (180) days before the end of the Initial Term, the City may present a finding to Verizon (“**City Notice**”) documenting that the Annual Fees or Monthly Land Rent set forth in this Article 4 does not fairly compensate the City at a fair market rate and desires to set a new rate based on the City’s finding. Verizon, within thirty (30) days after receipt of the City Notice documenting the City’s proposed rate, shall deliver to the City a written notice (“**Verizon Notice**”) stating whether or not Verizon accepts the City’s proposed rate. If Verizon disagrees with the proposed rate, the Verizon Notice will include information to rebut the City’s proposed rate. If Verizon accepts the City’s proposed rate, an amendment shall be executed documenting the Annual Fees and/or Monthly Land Rent for the Renewal Terms. If Verizon disagrees with the City’s proposed rate, the City will consider the information provided by Verizon and inform Verizon, within thirty (30) days of City’s receipt of the Verizon Notice, of the City’s proposed rate for the Annual Fees and/or Monthly Land Rent during the Renewal Terms. If Verizon does not accept the City’s proposed rate for the Annual Fees and/or Monthly Land Rent but elects to commit nonetheless to the Renewal Terms, then the Prevailing Market rate shall be determined in accordance with the procedures set forth below. In such event, the City and Verizon, at their sole cost and expense, shall each employ an appraiser within fifteen (15) days after expiration of the aforementioned sixty (60) day period. Each such appraiser shall be a member of the Master Appraisers Institute or similar reputable organization, with a minimum of ten (10) years of experience appraising leased premises for similar communications facilities comparable to the location and type of that of the Premises. Each appraiser shall render an appraisal of the Prevailing Market rate for the Premises within fifteen (15) calendar days. The two appraisers, within ten (10) days after the exchange of appraisals, shall mutually agree upon the Prevailing Market rate and notify the City and Verizon in writing of their determination. If the appraisers cannot agree on a determination of the Prevailing Market rate, then the City and Verizon shall select an independent third appraiser acceptable to both with ten (10) days to determine the Prevailing Market rate. The Parties shall share

equally the cost of any such third appraiser. If the City and Verizon are unable to select an independent third appraiser acceptable to both, either Party may request that the matter be referred to mediation in accordance with Article 20. For purpose hereof, “**Prevailing Market**” shall mean the arms-length fair market annual rental amounts for communication facility leases entered into on or about the date on which the Prevailing Market is being determined hereunder for space comparable to the Premises at the Property in King County, Washington. The determination of Prevailing Market shall take into account any material economic differences between the terms of this Agreement and any comparison lease, such as rent abatements, construction costs and other concessions and the manner, if any, in which the City under any such lease is reimbursed for operating expenses and taxes. The determination of Prevailing Market shall also take into consideration any reasonably anticipated changes in the Prevailing Market rate from the time such Prevailing Market rate is being determined and the time such Prevailing Market rate will become effective under this Agreement.

4.07 Taxes. In addition to the Initial Payment, Annual Fees, and Monthly Land Rent, to the extent required by law, Verizon shall be responsible for, and pay at the same time as the corresponding payment, to Seattle Center, any and all taxes arising from its activities on or occupancy of the Premises which are the legal responsibility of Verizon, including but not limited to (i) taxes arising out of the activity or business conducted on the Premises by Verizon; (ii) taxes levied on its personal property and equipment located on or within the Premises; and (iii) the then current applicable State Leasehold Excise Tax per RCW Chapter 82.29A unless Verizon is exempt under RCW 82.29A.130(1) (Exemptions – Certain Property). Verizon agrees to include within its sublicenses with any WIRELESS NETWORK Carrier substantially similar language obligating each such Carrier to pay like taxes with respect to its own equipment and operations. Except as provided in this Section 4.07, Seattle Center shall bear the costs of all taxes that are assessed against or are otherwise the legal responsibility of Seattle Center with respect to itself or its property. If at any time during the term of this Agreement, Verizon’s exemption under RCW 82.29A.130(1) from paying the leasehold excise tax under RCW Chapter 82.29A, as it exists or may be amended, should ever terminate while such tax applies to this Agreement and Verizon is required by law to pay such tax, then Verizon shall be responsible for such tax even if the State of Washington makes the demand upon the City for payment of leasehold excise taxes. Verizon shall remit the taxes demanded together with any interest and penalties associated therewith to the extent required by law or, at no expense to the City, contest such collection action.

ARTICLE 5 – DESIGN OF THE WIRELESS NETWORK

5.01 Preliminary Design. Seattle Center has assisted, and will continue to assist, Verizon in the planning of equipment, locations, and design of the WIRELESS NETWORK. Seattle Center will coordinate as needed with the City’s Information Technology Department on the use of information technology infrastructure at the Venue. The Parties acknowledge that equipment may not be placed in some facilities and locations due to existing contractual relationships and City security requirements. Seattle Center will require screening or similar masking or camouflaging devices for any equipment that Seattle Center reasonably believes is inconsistent with the design, landmark status, or aesthetics of particular portions of the Premises.

5.02 Final Design Plan Submittal. No later than thirty (30) days after execution of this Agreement, unless otherwise agreed to in writing by both Parties, Verizon will submit to Seattle Center its Final Design Plan, which shall include, at a minimum:

- (a) a network diagram showing the component parts of the WIRELESS NETWORK and including accurate visual representations of all equipment and specifying equipment visible to the public;
- (b) a site plan showing the location and type of equipment and facilities on and in each building and grounds of the Premises;
- (c) a planned coverage map;
- (d) an equipment list and cut sheets;
- (e) the locations for temporary staging, stockpiling, and access; and
- (f) an implementation plan including agreed-upon timelines for installation and for the commencement of operation of the WIRELESS NETWORK (all requirements shall constitute the “**Final Design Plan**”).

5.03 Final Design Plan Review and Approval. Seattle Center will review the submitted Final Design Plan to confirm compliance with Seattle Center Site Standards and any landmark requirements. As part of the approval process, Seattle Center may, in its sole discretion, require specific equipment placement, screening, or camouflaging to address practical or aesthetic concerns. Seattle Center criteria for the Final Design Plan shall comply with applicable federal, state and local laws. Changes made to Seattle Center’s design criteria shall not be imposed or otherwise applied retroactively unless required by applicable laws. Verizon shall reimburse Seattle Center for review time and Project Management coordination, labor costs, and expenses attributable to Verizon’s deployment of the WIRELESS NETWORK (collectively, “**Venue Project Management Expenses**”), as listed on the City’s rate sheet for the year the work is performed. Seattle Center’s 2024 rate sheet is attached hereto as **Exhibit C** for reference. All hours charged shall be commercially reasonable for the task being addressed. Verizon will submit

payment to Seattle Center within forty-five (45) days of receipt of an invoice for such services together with reasonable supporting documentation.

5.04 Written Approval Required. Verizon shall not commence construction or install any portion of the WIRELESS NETWORK on the Premises until Seattle Center has provided written approval of the Final Design Plan, pursuant to the terms and conditions set forth in Article 5 herein.

5.05 No Representation or Liability Created by City Approval. Seattle Center's approval of any plans or specifications for the WIRELESS NETWORK shall not constitute an opinion or representation by the City as to their compliance with any law or ordinance or their adequacy for other than the Seattle Center's own purposes, and such approval shall not create or form the basis of any liability on the part of the City for any injury or damage resulting from any inadequacy or error therein or any failure to comply with applicable law, ordinance, rule, or regulation.

ARTICLE 6 – OBLIGATIONS OF VERIZON AND REQUIREMENTS OF THE WIRELESS NETWORK BEFORE CONSTRUCTION

6.01 Government Approvals. In addition to the written approval required pursuant to Article 5, Verizon will obtain and maintain any applicable certificates, permits, or other approvals that may be required by any federal, state, or local authorities for the installation and operation of the WIRELESS NETWORK. Seattle Center will use good faith efforts to assist Verizon in obtaining such approvals, at no cost or expense to Seattle Center. However, Seattle Center is not responsible for obtaining any such approvals, or for any delay in Verizon's obtaining such approvals.

6.02 Radio Frequency Emissions. Prior to installation of the WIRELESS NETWORK, Verizon shall provide to Seattle Center written confirmation, that Verizon's WIRELESS NETWORK equipment complies with all applicable federal requirements for radio frequency (RF) emissions. No use of the Premises will be permitted that exceeds applicable federal RF emissions standards at the boundaries of the Premises. If the cumulative RF emissions levels ever exceed applicable federal standards, Verizon will be required to modify operations, including those of the Carriers, on a reasonably comparable level in order to bring the overall RF emissions into compliance with applicable federal standards.

6.03 Capacity and Coverage. The WIRELESS NETWORK will provide comprehensive capacity and coverage throughout the Venue as agreed to by the Parties.

The WIRELESS NETWORK will be designed to accommodate Verizon and at least two (2) other major wireless Carriers. Upon advance written notice to Verizon including proposed plans, specifications and reasonable supporting documentation from the City (collectively, “City Plans”), Verizon, upon receipt, review and approval of the City Plans, will also reserve system resources to accommodate additional fiber strands, attachment space as design allows, and conduit space for City use as may be needed, such as the City of Seattle Public Safety Communication Network and SMART Campus needs.

ARTICLE 7 – PROJECT MANAGEMENT AND COORDINATION

7.01 Coordination and Construction Meetings. Verizon will appoint a project manager (“**Verizon’s Project Manager**”), and Seattle Center will appoint a project coordinator (“**Seattle Center Project Coordinator**”) for the duration of construction. Verizon’s Project Manager shall conduct coordination meetings with the Seattle Center Project Coordinator on an as needed basis. Verizon’s Project Manager shall provide the Seattle Center Project Coordinator with adequate notice, including time and place, of each meeting. Verizon’s Project Manager shall provide the Seattle Center Project Coordinator with all other information reasonably necessary to enable the Seattle Center Project Coordinator to be informed about the status of construction of the WIRELESS NETWORK, participate in discussions, and present the City’s position with respect to matters being discussed. At the discretion of the Seattle Center Project Coordinator, the Seattle Center Project Coordinator’s attendance at regular construction meetings between Verizon’s Project Manager and Verizon’s contractor(s) may satisfy the requirement of these meetings. The Director of Seattle Center (“**Director**”) shall have the right to require Verizon’s Project Manager, and to request Verizon’s contractor(s) and any other relevant Verizon agent, or representative reasonably designated by the Director, to attend additional meetings reasonably necessary to enable the Seattle Center Project Coordinator to be informed about the status of the WIRELESS NETWORK scheduled by the Seattle Center Project Coordinator with at least three (3) days prior written notice.

7.02 Status Reports. Verizon shall deliver a copy of all Coordination and Construction Meeting minutes and updated construction schedules to the Seattle Center Project Coordinator within ten (10) days after Verizon receives them.

7.03 Contacts and Discussions among Verizon, City, and Verizon’s Contractor(s). The Seattle Center Project Coordinator may discuss the WIRELESS NETWORK construction and express concerns and/or desired changes with respect thereto directly with Verizon’s contractor(s) with prior written notice including by electronic mail to Verizon’s Project Manager so that Verizon may have an opportunity to participate in such discussions with

Verizon's contractor(s). If requested by Seattle Center, Verizon's Project Manager shall advise Verizon's contractor(s) to provide the Seattle Center Project Coordinator with any information the Seattle Center Project Coordinator reasonably requests with respect to the WIRELESS NETWORK construction. Nothing in this Agreement shall limit the City's authority to issue instructions and directives to Verizon's contractor(s) when a City representative is acting for the City in its governmental and regulatory capacity.

7.04 Seattle Center Project Coordinator's Review of Construction Activity. Verizon's Project Manager shall ensure that the Seattle Center Project Coordinator is provided a reasonable opportunity to review and comment on the status of the WIRELESS NETWORK construction progress and any potential impacts on scheduled events at Seattle Center. Verizon's Project Manager shall also ensure that a copy of each submittal affecting the WIRELESS NETWORK construction and a copy of every request for information, change request, and construction change directive concerning the same, is provided to the Seattle Center Project Coordinator within five (5) calendar days after Verizon receives them. Verizon shall promptly provide the Seattle Center Project Coordinator with a copy of each such document that Verizon received prior to the full execution of this Agreement, if any. The Seattle Center Project Coordinator shall be permitted to view all submittal, request for information, change request and other similar logs, together with the documentation pertaining to any entry therein as the Seattle Center Project Coordinator may request.

7.05 Design Changes.

7.05.01 Except as otherwise expressly provided in this Agreement, once the Director has approved the WIRELESS NETWORK plans and specifications, as set forth in Section 5 of this Agreement, Verizon shall not make any changes or modifications to the approved plans without the prior written approval of the Director or its designee identified and acknowledged in writing including electronic mail, which approval shall not be unreasonably withheld.

7.05.02 The Seattle Center Project Coordinator or Director shall respond to Verizon's request for approval of a proposed design change of the WIRELESS NETWORK within ten (10) business days after the Seattle Center Project Coordinator receives plans and specifications, if any, for the proposed design change (or other such similar information) that are sufficiently detailed to enable the Director to fully understand the impact and implications of the proposed change. If the Director in the ordinary exercise of its duties objects to any proposed change, or requests Verizon's compliance with one (1) or more conditions relative to a change, the Seattle Center Project Coordinator or Director shall notify the Verizon's Project Manager of such

decision, the reason(s) for such decision, and if known, what action(s) Verizon could take to make the proposed change acceptable.

ARTICLE 8 - CONSTRUCTION AND INSTALLATION OF THE WIRELESS NETWORK – GENERAL REQUIREMENTS

8.01 Construction Costs. Verizon will be responsible for all construction-related expenses including costs related to system design.

8.02 Installation Start Date. Unless otherwise agreed in writing, Verizon shall commence installation of the WIRELESS NETWORK on or before the date that is one hundred eighty (180) days following Final Design Plan approval (“**Installation Start Date**”). The Installation Start Date will be confirmed by written notice to Seattle Center from Verizon, after Verizon receives written approval from Seattle Center pursuant to Article 5. The “**Build Out Period**” of the WIRELESS NETWORK is defined as the period beginning on the Installation Start Date and ending on the date the WIRELESS NETWORK is able to carry Verizon’s and two Carriers’ commercial traffic and provide radio frequency coverage in the coverage areas in the Final Design Plan.

8.03 Installation of Utilities. If Verizon is unable to install its own electrical service and meter, it may connect the WIRELESS NETWORK, or its equipment, to an existing source of electrical power on the Premises, if available, as determined by Seattle Center. In that event, Verizon, at its sole cost, will install a submeter to measure its actual electrical usage. Verizon will provide Seattle Center with meter readings and invoices on an annual basis, no later than January 10 of the year following the readings. Verizon will pay Seattle Center annually for the electric usage based on the rate in effect at the time of actual electrical usage and submeter readings, and such payments will be made within thirty (30) business days after the issuance of each annual submeter reading and invoice to Seattle Center. At its sole cost and expense, Verizon may, subject to availability and Seattle Center’s written approval, connect the WIRELESS NETWORK to existing optical fiber facilities on the Premises, or may, also subject to availability and Seattle Center’s written approval, install new optical fiber or microwave facilities on the Premises to serve the WIRELESS NETWORK.

8.04 Conduit Access. Verizon will have access to campus infrastructure, including conduit and electrical systems, at Seattle Center’s sole discretion which access shall be agreed upon in the subsequent Construction Agreement. In consideration of Verizon’s installation and City’s ownership of City’s Dedicated Fiber pursuant to Section 8.05 below and to offset the costs to Verizon associated therewith, it is agreed by the parties that

Verizon's use of campus infrastructure including conduit and electrical systems shall be at no additional cost to Verizon.

8.05 City's Dedicated Fiber. As part of the consideration for the license to install the WIRELESS NETWORK, Verizon will pull and install fiber at every location comprising the Premises as more particularly depicted on, and in accordance with, the Final Design Plan approved by Seattle Center per Article 5 above. Such Final Design Plan shall designate the number of strands of fiber that shall be utilized for the WIRELESS NETWORK and the number that will be turned over to Seattle Center as partial consideration for this Agreement including Verizon's access to campus infrastructure including conduit and electric systems at no cost to Verizon (hereinafter, "**City's Dedicated Fiber**"). Following the installation of City's Dedicated Fiber at each location, Seattle Center shall immediately thereafter own, operate, repair, replace, maintain and at its election, remove the City's Dedicated Fiber at Seattle Center's sole cost and expense and Verizon shall have no further responsibility or liability related to or arising therefrom.

8.06 Head End Space. The Parties have agreed to a location outside of the Venue wherein Verizon will house its personal equipment to be connected to the WIRELESS NETWORK as well as WIRELESS NETWORK equipment (the "**Head End Space**"). In no event shall Seattle Center be responsible for costs associated with the lease of the Head End Space.

8.07 Rent During Build Out Period. Verizon will not be charged rent or any other recurring fee by City for space it uses within the Venue during the Build Out Period. The Parties will work together in good faith on commercially reasonable terms to accommodate and coordinate Verizon's use of space, if applicable. This Section 8.07 does not apply to Verizon's installation and use of the Temporary Facilities pursuant to the Temporary License.

8.08. General. All WIRELESS NETWORK work shall be consistent with the plans and specifications approved by the Director and shall comply with the current edition of Seattle Center Construction Site Standards (<http://www.seattlecenter.com/admin/fileout.aspx?thefile=4656>), which site standards are incorporated herein by reference. Only contractors licensed to do business in the State of Washington shall perform said work. No later than five (5) days before beginning to stage construction, Verizon shall deliver evidence to the reasonable satisfaction of the Seattle Center Project Coordinator that Verizon has secured all permits required for the completion of the WIRELESS NETWORK. Verizon shall also provide to the Seattle Center Project Coordinator, within ten (10) days of the completion of the WIRELESS NETWORK, copies of all signed permits documenting that all required inspections have

been completed.

8.09 Minimization of Adverse Impacts; Facilitation of Seattle Center Festivals.

8.09.01 Verizon shall protect from damage or destruction by construction activities all private and public property on or in the vicinity of the construction areas described in the Final Design Plan and/or Construction Agreement, or as otherwise agreed to in writing by the Parties during the Build Out Period of the WIRELESS NETWORK (collectively, "**Construction Areas**"). All work performed by or for Verizon shall be carried out in a manner that reasonably minimizes any adverse impact on City property and the use thereof by the City or third parties, as well as on any private property in the vicinity of the Construction Areas. (For purposes of this requirement, the term "**property**" includes items such as land, improvements lawfully occupying rights-of-way, trees, shrubbery and landscaping, survey markers and monuments, buildings and structures, conduits and pipes, meters, fences, pavements, curbs, driveways, sidewalks, traffic buttons, paint striping and other channelization.)

8.09.02 Verizon shall be responsible, at its sole cost and expense, to replace or repair or cause to be replaced or repaired all City or third party property that is damaged or destroyed to the extent resulting from the negligence or willful misconduct of Verizon, its employees, agents or contractors, during the Verizon construction work so that the property is restored to the condition it was in immediately prior to its being damaged or destroyed (ordinary wear and tear and casualty damage excepted) at no cost or expense to City.

8.09.03 All construction fencing shall be painted plywood or chain link fence, minimum 11 gauge by 2 inch. Chain link fence shall be covered with opaque green wind screen fabric, attached to substantial metal posts spaced 12 feet on center. All construction fencing shall be at least six feet tall. No barbed wire is permitted. The fencing shall be signed so as to inform the public of the nature of the construction activity. Verizon shall provide project identification signage. Signs shall be mounted in highly visible locations reasonably approved by the Seattle Center Project Coordinator. The proposed signage wording and any images shall be submitted no less than thirty (30) days prior to the installation of such signs to the Seattle Center Project Coordinator for its approval, which approval shall not be unreasonably withheld.

8.09.04 Verizon shall not block or otherwise unreasonably impede access to or use of any road or walkway at Seattle Center that is outside of the Construction Areas without prior written authorization from the Seattle Center Project Coordinator. Any changes extending the construction boundaries shown in Exhibit 1 shall be approved in advance in writing by the Seattle Center Project Coordinator. Verizon shall work closely with the Seattle Center Project Coordinator to schedule construction activity to reasonably mitigate construction impacts such as noise, dust and fumes.

8.09.05 The Seattle Center Project Coordinator shall, routinely and on a regular basis in order to allow Verizon to operate the WIRELESS NETWORK as provided in this Agreement, or at any time when requested in writing by Verizon, provide Verizon with a list of events scheduled at Seattle Center to inform Verizon and Verizon's contractor(s) of activities that would be adversely impacted by the WIRELESS NETWORK construction activities, and Verizon will ensure that such events or other activities at the Venue are not adversely impacted. If the Director determines, in the Director's reasonable discretion, that an adverse impact is likely to occur or is occurring, the Verizon Project Manager, upon receipt of notice from the Director, shall diligently use reasonable efforts to coordinate with the Director to eliminate the construction activities that cause or may cause an adverse impact including if necessary, ordering the immediate suspension or cessation of the construction activity specified, for the duration identified, in such notice, without cost or liability to the City of any kind.

8.09.06 Seattle Center might have construction projects underway elsewhere on campus, Verizon shall coordinate its construction activities so as to minimize interference with Seattle Center's other construction activities, including, but not limited to, coordination of construction traffic.

8.10 Liens Prohibited. Verizon shall keep the Construction Areas and any City property free and clear from any liens in any way arising out of the WIRELESS NETWORK construction work. If Verizon, in good faith, determines that any lien filed against City property as a result of WIRELESS NETWORK work should be contested, Verizon shall, at Verizon's sole cost and expense, procure and record a lien release bond in an amount equal to one and one-half (1.5) times the amount of the claim of lien, issued by an insurance company acceptable to the City that is authorized to do business in the State of Washington. The bond shall provide for the payment of any sum that the claimant may recover on the claim (together with costs of suit, if any recovered in the action). Verizon's failure to promptly discharge any lien or to procure a lien release bond shall be deemed a default by Verizon under this Agreement. Verizon agrees to hold the City free

and harmless from all liability for any and all such liens resulting from the WIRELESS NETWORK work, together with costs and expenses, including but not limited to reasonable attorney's fees, and other costs to the extent incurred by the City in connection therewith or resulting from Verizon's failure to comply with the requirements of this Section. Verizon shall pay to the City within thirty (30) calendar days after written demand, all such costs and expenses incurred by the City in enforcing this provision. Verizon's obligations under this Subsection shall survive the expiration or earlier termination of this Agreement.

8.11 Prevailing Wages. All WIRELESS NETWORK work shall be paid at the appropriate prevailing wage schedule or rate established by the State of Washington Department of Labor and Industries under RCW 39.10. Verizon shall indemnify and hold the City harmless from any and all claims for unpaid wages due to any laborer who has worked on the WIRELESS NETWORK, whether such claim is made directly by any such laborer or any governmental entity on such laborer's behalf, together with any claims for interest and penalties associated with such unpaid wages.

8.12 High Quality Workmanship. All WIRELESS NETWORK work undertaken by or on behalf of Verizon shall be carried out with good workmanship and using new or reused materials, which shall be of a high quality.

8.13 Tree Protection. All existing trees in the Construction Areas shall be protected in a manner approved by the Seattle Center Project Coordinator during construction.

8.14 Waste Disposal. Verizon shall secure and provide within the Construction Areas appropriately sized containers for the collection of all waste materials, debris and rubbish associated with the WIRELESS NETWORK work. Verizon shall keep the Construction Areas and all adjacent property free from the accumulation of waste materials, rubbish and windblown debris, and shall daily dispose of all flammable, hazardous and toxic materials. Storage and disposal must be in accordance with Title 40 CFR, WAC Ch. 173-303 and Title 49 CFR, state and local fire codes, and any other applicable laws and regulations. All waste materials, debris and rubbish generated by or otherwise associated with the WIRELESS NETWORK construction work shall be disposed of legally at disposal areas away from the Seattle Center. Upon the completion of the WIRELESS NETWORK, Verizon shall ensure that the Construction Areas and the roadways and walkways immediately surrounding them are reasonably clean, and that all tools, equipment and surplus materials, and waste materials, debris and rubbish have been removed.

8.15 Operations, Materials Handling, Trucking and Storage Areas. Verizon shall ensure that all WIRELESS NETWORK work operations, including storage of materials, are confined within the fenced areas shown on Exhibit 1. Trucking of materials and equipment on the Seattle Center campus, if any, will be restricted to those hours reasonably designated by Seattle Center Staff and reasonably agreed upon by Verizon as delivery hours. Construction vehicles shall have a foot escort when traveling through

the Seattle Center campus to protect the safety of campus visitors. At no time shall vehicle entrances made available for WIRELESS NETWORK construction activities be left open and unattended by Verizon. Verizon's contractor(s) shall continuously staff such entrances if left open or, in the alternative, Verizon may elect to work with the Seattle Center Project Coordinator to schedule Seattle Center Staff to man the entrances in which case the City shall be reimbursed by Verizon for the cost to the extent incurred thereof for such Seattle Center Staff to man the entrance(s) per Section 5 hereof.

8.16 Observations. After prior notice to the Verizon's Project Manager (which notice may be by email or telephone notwithstanding any contrary provision hereof), the Seattle Center Project Coordinator and the Seattle Center Project Coordinator's advisors may observe any and all work being performed at any reasonable time for determining whether such work is in accordance with the approved plans and specifications.

8.17 Work Inconsistent with Director-Approved Project Schedule, Plans and Specifications. If any WIRELESS NETWORK work fails to comply with the Seattle Center Site Standards or the Director-approved plans and specifications, the Director may notify Verizon in writing of such non-compliance. If requested by the Director, Verizon shall (i) promptly stop work on the non-compliance improvement, addition, alternation or construction and, if necessary, promptly remove it from the Construction Areas, and (ii) address such non-compliance with the Seattle Center Site Standards and the Director-approved plans and specifications for the WIRELESS NETWORK to the Director's satisfaction. Verizon's failure to remedy such non-compliance within twenty (20) days after Verizon's receipt of a notice of non-compliance, or such longer period of time as may be reasonably agreed to by the Parties in writing, shall constitute a breach of this Agreement and shall entitle the City to all remedies under this Agreement and at law and equity.

8.18 Final Inspection Punchlist. Verizon's Project Manager shall notify the Seattle Center Project Coordinator when "substantial completion" of construction of the WIRELESS NETWORK has been completed, as defined in the Construction Agreement. Verizon's Project Manager and the Seattle Center Project Coordinator and such other designee(s) as authorized by the Director may select shall participate in a joint walk-through of the Construction Areas to identify restorative work items remaining for completion, or which otherwise require correction or remedial work. Verizon shall ensure that all punchlist work is completed within thirty (30) days after the date of such initial, joint walk-through (unless a longer time period is agreed to by the Parties in writing), and shall thereafter invite the Seattle Center Project Coordinator and such other designee(s) of the Director to participate in another joint walk-through of the Construction Areas to verify whether or not all punchlist work has been properly completed.

8.19 Warranties. Verizon shall ensure that its construction contract(s) for the WIRELESS NETWORK contains a warranty that such work will be in accordance with the contract documents and free from material structural defects for a period of one (1) year

from the date of substantial completion of the WIRELESS NETWORK. City and Verizon also acknowledge that certain warranties may be given to Verizon by suppliers of materials and equipment for the WIRELESS NETWORK, or by other persons or entities that provide labor or materials with respect thereto. In addition to Verizon's direct enforcement rights under any such warranties and to the extent allowed under any applicable law, Verizon, on receipt of written notice from City and at the City's election, may make such claims on City's behalf on any such warranties, or under any other agreements for the provision of materials, labor or other services for the WIRELESS NETWORK. Verizon shall also provide the Director with a copy of each warranty document relating to the warranties for the WIRELESS NETWORK promptly after Verizon receives any such document. The Parties shall cooperate to the fullest extent in enforcing rights under applicable warranties to correct any defects or deficiencies in labor, equipment and materials covered by such warranties.

8.20 Director's Right to Suspend Project for Cause. If Verizon fails to comply with any condition in this Agreement to the extent related to the construction of the WIRELESS NETWORK and the Director reasonably determines that the failure has a material adverse impact on the protection of public safety, the Director, following at least **72 hours** prior written notice to Verizon outlining the alleged failure and the immediate corrective action and without corrective action having been initiated by Verizon within that **72 hour** period, may issue a notice ordering Verizon to suspend construction of the relevant portion of the WIRELESS NETWORK until such time as Verizon takes corrective action to the reasonable satisfaction of the Director. Written notice may not be required in the case of an emergency, defined as a situation requiring immediate action to prevent or mitigate the imminent loss or impairment of life, health, property, or essential public services.

8.21 Subsequent Construction Agreement. Prior to the Installation Start Date, the Parties will execute a separate Construction Agreement ("**Construction Agreement**") to address any additional terms and conditions required for construction and installation of the WIRELESS NETWORK.

ARTICLE 9 - OWNERSHIP, MAINTENANCE, USE, AND UPGRADES OF THE WIRELESS NETWORK

9.01 Ownership and Control of the WIRELESS NETWORK. The WIRELESS NETWORK shall remain the personal property of Verizon, owned and controlled by Verizon at all times, except for the City's Dedicated Fiber pursuant to Section 8.05, and any other portions of the WIRELESS NETWORK that are specifically dedicated in writing to Seattle Center's exclusive use under this Agreement, or which the Parties mutually

agree in writing that Seattle Center shall retain at the expiration or earlier termination of this Agreement pursuant to Article 14. The City's Dedicated Fiber shall be the sole and exclusive property of Seattle Center, for Seattle Center's exclusive use, and not part of the WIRELESS NETWORK. It is mutually understood and agreed that the real property constituting the Premises is the real property of the Seattle Center and that all improvements to said real property shall revert to the Seattle Center at the termination of this Agreement. The WIRELESS NETWORK or any equipment of the WIRELESS NETWORK shall not be deemed a fixture.

9.02 Maintenance and Repair of the WIRELESS NETWORK. Verizon shall maintain the WIRELESS NETWORK in good and safe condition. Verizon is responsible for all maintenance and repair of the WIRELESS NETWORK.

9.03 Damage of Venue. Verizon shall take reasonable precautions to prevent damage to the Venue and Premises to the extent caused by Verizon, its employees, agents and contractors. In the event that Premises are damaged by Verizon, its employees, agents or contractors, Verizon shall pay to the City such sum as is necessary to restore that damaged portion of such Premises to its condition immediately prior to such damage (reasonable wear and tear and casualty damage excepted), unless such damage is the consequence of a City act or omission.

9.04 Upgrades. Verizon will be responsible for all costs necessary in Verizon's sole discretion to upgrade and modernize the WIRELESS NETWORK in an effort to implement evolving technology and meet capacity, coverage and performance needs. Verizon will provide on-going communication to Seattle Center regarding upgrade opportunities for the WIRELESS NETWORK to address evolving wireless technology and capacity, coverage and performance needs at the Venue. On an annual basis, no later than April 1 of each year of the Term and any Renewal Terms, Verizon shall, if requested by the City, meet with the City to brief the City on the "state of wireless" which meeting may include but not be limited to slide presentations or other documentation addressing new technologies, new frequency bands, and new antenna systems, as the same relate to the WIRELESS NETWORK, as well as any new developments in the overall Radio Access Network (RAN) architecture space.

9.05 Verizon's Frequencies. Verizon (directly, or through an affiliate) is authorized to operate and utilize the frequencies to be broadcast by Verizon through the WIRELESS NETWORK including but not limited to the licensed frequencies pursuant to one or more licenses acquired from the Federal Communications Commission ("**FCC**"). The Parties agree that Seattle Center does not have, and will not acquire through this Agreement,

any proprietary or ownership rights or interest in Verizon’s frequencies, network, cell sites and related components. Except as otherwise set forth in this Agreement, and to the extent allowed by law, Verizon shall at all times have the unfettered right to control the operation of Verizon’s frequencies.

9.06 Use and Performance Data. Verizon will provide the following WIRELESS NETWORK System usage and performance data, on a quarterly and annual basis, not exceeding five times per year:

- (a) connection requests on the WIRELESS NETWORK System;
- (b) data volume used; and
- (c) success rates of access attempts and data sessions.

9.06.01 Verizon will provide this data in the form of Key Performance Indicators (“**KPIs**”). Seattle Center acknowledges the three categories of KPIs for Verizon customer devices connected to the WIRELESS NETWORK are as follows:

- (a) Total 4G and 5G bearer connections of Verizon customer devices to the WIRELESS NETWORK;
- (b) Total 4G and 5G downlink and uplink data volume of Verizon customer devices connected to the WIRELESS NETWORK; and
- (c) Success (or failure) rate for:
 - i. 4G bearer drop,
 - ii. 4G setup,
 - iii. 5G connection drop, and
 - iv. 5G setup between Verizon customer devices and the WIRELESS NETWORK.

9.06.02 Verizon agrees to provide Seattle Center with new usage data as new technology is implemented and metrics become available. In relation to the foregoing, the Parties agree that WIRELESS NETWORK System Usage data by Verizon shall be aggregate and de-identified data. “**De-Identified Data**” means data that has been scrubbed, hashed, encrypted or otherwise obscured to remove any personally identifiable information.

9.07 No modifications to City Property without prior written approval. Verizon agrees not to modify any City Property including City grounds, facilities, light poles, or other structures owned by the City at the Venue, and agrees not to remove any trees or disrupt any landscaping at the Venue, without first obtaining written approval from Seattle Center, which approval shall not be unreasonably withheld.

9.08 Upgrades or modifications to the WIRELESS NETWORK. After the initial installation of the WIRELESS NETWORK, Verizon may not add equipment to the WIRELESS NETWORK, or otherwise physically modify the size of the Premises for the

WIRELESS NETWORK equipment, without Seattle Center's prior written approval, which shall not be unreasonably withheld. However, Verizon may perform changes within Verizon's equipment space to which Verizon has a right to enter without Seattle Center's approval so long as such Verizon changes conform to the then-current edition of Seattle Center Construction Site Standards described in Section 8.08 and the Final Design Plan approved by the City pursuant to Article 5.

9.09 Routine maintenance. Verizon may perform routine maintenance without Seattle Center's prior written approval. Routine maintenance means tasks performed in the ordinary operation and maintenance of the WIRELESS NETWORK such as like for like equipment swaps, and minor or routine repairs. Upgrades to technology or equipment or changes in frequency may also constitute routine maintenance, so long as the upgrade of technology or equipment or a frequency change is not visible and does not alter the appearance of existing stealth structures or cause Interference (as described in Article 15) with existing equipment of the City or with authorized equipment located and lawfully operating on the Premises of other licensees of the Premises. Routine maintenance must conform to Verizon's permitted use of the Premises, must comply with the terms of this Agreement including but not limited to Section 1.02 regarding Access, and must meet the then-current edition of Seattle Center Construction Site Standards described in Section 8.08.

9.10 Disclaimer of Liability. The City shall not be liable for injury or damage occurring to any person or property on the Premises to the extent caused by Verizon's, or a Carrier's, installation, maintenance, repair, use, or operation of the WIRELESS NETWORK on the Premises, including claims by customers for interruption of or interference with service.

ARTICLE 10 – RELOCATION OR RECONFIGURATION

10.01 Relocations or Reconfigurations at Seattle Center's Request. The Parties acknowledge that they may need to modify the Premises to remove certain buildings or locations and/or to add certain buildings or locations, pursuant to the requirements of this Article 10. If Seattle Center desires to have Verizon relocate any WIRELESS NETWORK facilities, Seattle Center shall provide one hundred eighty (180) days' prior written notice to Verizon and, if possible, suggest an alternative location. Seattle Center shall require relocation only if necessary. Seattle Center shall use best efforts to provide a reasonably equivalent location that affords Verizon substantially similar engineering objectives. The Parties shall cooperate to the extent possible to ensure continuity of service during any relocation. Upon receipt of such notice, Verizon will determine whether it is possible to relocate or reconfigure the current WIRELESS NETWORK facilities, either to the suggested alternative location or elsewhere, and shall provide Seattle Center a proposal

of the new design, location, and cost estimate of such relocation or reconfiguration (which shall include but not be limited to cost to deploy a temporary site as described below if necessary), within one hundred eighty (180) days of receipt of Seattle Center's notice. Seattle Center will respond to the proposed design and cost estimate in writing within ninety (90) days. In such response, Seattle Center will either agree to pay the estimated cost, propose an adjustment to the Payments, or inform Verizon not to proceed with the relocation or reconfiguration. If Verizon agrees to the proposed estimated cost payment or Payment reduction offered by Seattle Center, then, subject to the other provisions of this Agreement, Verizon shall promptly relocate or reconfigure the relevant equipment within one hundred eighty (180) days of receipt of such second notice from Seattle Center; provided, however, that if due to circumstances beyond Verizon's control, such relocation and/or reconfiguration cannot be completed by Verizon within such one hundred eighty (180) day period, Verizon shall not be in default hereunder if Verizon shall have commenced such relocation and/or reconfiguration within such one hundred eighty (180) day period and shall diligently pursue such relocation and/or reconfiguration to completion.

10.02 Relocation or Reconfiguration at Verizon's Request. If Verizon needs to remove, relocate or reconfigure any WIRELESS NETWORK facilities, Verizon shall provide ninety (90) days' prior written notice to Seattle Center. The notice shall include the alternative location and proposed design plans for any proposed relocation or reconfiguration. Upon receipt of such notice, Seattle Center will respond in writing within thirty (30) days. In such response, Seattle Center will either agree to the removal, relocation, or reconfiguration, or will inform Verizon not to proceed with the removal, relocation or reconfiguration. If Seattle Center agrees to a relocation or reconfiguration, then, subject to the other provisions of this Agreement, Verizon shall promptly relocate or reconfigure the relevant equipment within one hundred eighty (180) days of receipt of such notice from Seattle Center, unless otherwise agreed between the Parties in writing.

ARTICLE 11 – ENVIRONMENTAL LAWS

11.01 Definitions. For the purpose of this Article, the following terms shall be defined as provided below unless the context clearly requires a different meaning:

- (a) **"Environmental or Safety Law"** means any environmentally related local, state or federal law, regulation, ordinance, or order, including but not limited to the Federal Water Pollution Control Act, the Clean Air Act, the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Superfund Amendment and Reauthorization Act, the Toxic Substances Control Act ("TSCA"), the Occupational

Safety and Health Act, the Hazardous Materials Transportation Act, the Hazardous Materials Transportation Uniform Safety Act, the Oil Pollution Act of 1990, the Washington Water Pollution Control Act, the Clean Air Washington Act, the Washington Hazardous Waste Management Act ("HWMA"), the Washington Model Toxics Control Act ("MTCA"), the Washington Industrial Safety and Health Act, the Washington Worker and Community Right to Know Act, and the Washington Oil and Hazardous Substance Spill Prevention and Response Act, together with all regulations promulgated under any such authority, and any and all other federal, state, regional, local, or international statutes, regulations, rules, ordinances, orders, court or regulatory agency directives, permits, licenses, governmental authorizations, and common law causes of action that apply to (1) any hazardous substance or material regulated or restricted under CERCLA, RCRA, TSCA, MTCA, or the HWMA; (2) any other pollutant, contaminant, or waste; (3) the health or safety of persons; or (4) the protection of the environment or land use. "Environmental or Safety Law" includes past and future amendments and supplements. "Existing Hazardous Substances" shall mean any Hazardous Substances (as defined below) on, in or under the Venue as of the date of this Agreement.

(b) "**Hazardous Substances**" means any hazardous, toxic, or dangerous substance, waste, or material that is regulated under any Environmental or Safety Law.

(c) "**Remedial Work**" shall mean all activities which are performed in connection with the identification, investigation, assessment, cleanup, removal, mitigation, monitoring or containment of Existing Hazardous Substances to meet the requirements of any Environmental or Safety Law. The term "Remedial Work" includes the City's observing or monitoring of Remedial Work and includes negotiations with DOE or any other appropriate governmental agency with respect to compliance with any Environmental or Safety Law.

11.02 Restrictions on Use and Transport of Hazardous Substances during WIRELESS NETWORK Construction and Maintenance.

Verizon and its employees, agents, and contractors shall not use, generate, produce, refine, transport, treat, store, handle, dispose, transfer, or process Hazardous Substances in performing WIRELESS NETWORK construction or maintenance on or about the Premises or Venue without the Director's express written approval, with the exception of any customary equipment and other related supplies for a WIRELESS NETWORK in normal quantities and handled in compliance with applicable laws. In requesting any approval, Verizon shall provide the Director with a written request identifying the specific Hazardous Substance(s) and

describing Verizon's planned use, precautions, and safety plans. Verizon shall provide the Director with Verizon's or its contractor's USEPA Waste Generator Number (if any) and shall make available for inspection at the Venue or Verizon's place of business upon reasonable request, all Material Safety Data Sheets, generator annual dangerous waste reports, environmentally related regulatory permits or approvals (including revisions or renewals), and any correspondence that Verizon or its contractor receives from, or provides to, any governmental unit or agency in connection with the handling of Hazardous Substances or the presence, or possible presence, of any Hazardous Substance on the Venue.

11.03 Existing Hazardous Substances Discovered During Construction.

11.03.01 Notification. If Verizon or any of its agents or contractors shall discover any Existing Hazardous Substance at any time during the course of inspection, pre-construction, or actual construction, renovation, or maintenance of the WIRELESS NETWORK, Verizon shall notify the Seattle Center Project Coordinator as required by applicable law. Following such notice, designated representatives of Verizon and the City shall promptly meet and confer concerning the nature and extent of the Existing Hazardous Substance and the appropriate Remedial Work, which may include but not be limited to further characterization, assessment, testing, responsibility for notification of appropriate regulatory authorities, and any remediation approach. Verizon shall be responsible for the cost and execution of any Remedial Work to the extent resulting from the performance of the WIRELESS NETWORK construction or maintenance during the term of this Agreement.

11.03.02 Correction of Violations. If Verizon, Verizon's contractor, or any subcontractor thereof violates any applicable Environmental or Safety Law in performing the WIRELESS NETWORK construction, or any of the terms of this Section concerning the presence or use of Hazardous Substances or the handling or storing of hazardous wastes, upon receipt of notice of such violation or the expiration of all challenges and appeals of such notice, whichever occurs later, Verizon shall promptly take such action as is required of Verizon by applicable law to mitigate and correct the violation. If Verizon does not act in accordance with applicable law, the City reserves the right, but not the obligation, upon reasonable prior written notice to Verizon, to cooperate with Verizon in an effort to take such action as is necessary to ensure compliance or to mitigate the violation in accordance with applicable law. If the Director has a reasonable belief that Verizon or

Verizon's contractor or any subcontractor thereof is in violation of any Environmental or Safety Law regarding the presence or use of Hazardous Substances in performing WIRELESS NETWORK construction or maintenance, or that action or inaction at the Premises by Verizon, its contractor, or any subcontractor thereof, presents a threat of violation of applicable law or a threat of damage to the Venue, City reserves the right, upon reasonable prior written notice to Verizon (but no less than fourteen (14) days' notice) to take such corrective or mitigating action as the Director deems necessary in compliance with applicable law. All reasonable costs and expenses incurred by City directly attributable to any such action due to a violation or failure to act by Verizon shall become due and payable by Verizon within thirty (30) days of Verizon's receipt of an invoice therefor and reasonable supporting documentation.

11.03.03 Removal of Hazardous Substances Prior to Completion. Prior to completion of the WIRELESS NETWORK construction, in addition to all other requirements under this Agreement, Verizon or Verizon's contractor shall remove any Hazardous Substances placed in the Venue by or at the direction of Verizon during the term of this Agreement and shall demonstrate such removal to the Director's reasonable satisfaction.

11.04 Indemnification. In addition to all other indemnification obligations provided in this Agreement, and notwithstanding the expiration or earlier termination of this Agreement and to the fullest extent provided by law, Verizon shall defend, indemnify and hold the City free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial costs (and including the reasonable fees of consultants, contractors and attorneys, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), to the extent resulting from the existence of any Hazardous Substance caused by Verizon or its contractor or any subcontractor thereof in the Venue, or from Verizon's violation of its obligations under this Article 11, or to the extent resulting from the migration or release of any Hazardous Substance caused by Verizon or its contractor or any subcontractor thereof in the Venue into the surrounding environment that results from Verizon's WIRELESS NETWORK construction and maintenance, whether made, commenced or incurred (1) during the term of this Agreement, or (2) after the expiration or termination of this Agreement if arising out of an event occurring during the term of this Agreement; provided, that City shall provide Verizon with prior written notice of any event giving rise to Verizon's indemnification obligation hereunder. Notwithstanding anything

contained in the Agreement to the contrary, Verizon shall not be liable or responsible for any environmental condition including the release of any Hazardous Substance that existed on the Venue before the commencement of Verizon’s activities on the Premises or that otherwise does not result from Verizon’s activities on the Premises.

ARTICLE 12 – INSURANCE AND INDEMNIFICATION

12.01 Indemnification. To the fullest extent permitted by law, Verizon shall indemnify, defend (using counsel reasonably acceptable to City), and hold the City, City’s officers, agents, employees and elected officials (collectively, “**City Indemnified Parties**”) harmless from all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including City’s actual and reasonable personnel costs and reasonable attorneys’ fees to the extent incurred in connection with claims, regardless of whether such claims involve litigation) resulting from (i) the installation, construction, occupation, operation, use, maintenance, or improvement of the WIRELESS NETWORK, or the acts or omissions of Verizon or those of any of its employees, agents, suppliers, contractors, successors, assigns, or anyone acting on Verizon’s behalf, in connection with the WIRELESS NETWORK; (ii) Verizon’s breach of this Agreement; or (iii) Verizon’s violation of any applicable law. The indemnity obligations described herein are specifically intended to cover actions brought against the City Indemnified Parties by Verizon’s employees or employees of Verizon’s contractors and subcontractors and is specifically and expressly intended to constitute a waiver of Verizon’s immunity under Washington’s Industrial Insurance Act, RCW Title 51, as to City Indemnified Parties to the extent necessary to provide the City Indemnified Parties with a full and complete indemnity required under this Section. Verizon shall promptly notify the City of casualties or accidents occurring in or around the Venue when made aware of the same. The indemnity obligations of Verizon described herein shall not apply to claims, suits, losses, damages, fines, penalties, liabilities and expenses arising from (i) the breach of the Agreement by City or Seattle Center and their respective officers, agents, employees and elected officials, or (ii) the negligence or willful misconduct of City or Seattle Center and their respective officers, agents, employees and elected officials. To the fullest extent permitted by applicable law, the foregoing release, indemnity and hold harmless provision shall apply to and for the benefit of the City Indemnified Parties. If it is determined that RCW 4.24.115 applies to this Agreement, Verizon agrees to defend, indemnify and hold harmless the City Indemnified Parties to the maximum extent permitted thereunder, and specifically for Verizon’s negligence concurrent with that of the City Indemnified Parties to the full extent of Verizon’s negligence.

VERIZON ACKNOWLEDGES THAT CITY'S WILLINGNESS TO PROVIDE VERIZON THE RIGHT TO USE AND OCCUPY THE VENUE IS CONDITIONED, IN PART, ON THE OBLIGATIONS UNDER THIS SECTION, AND THAT VERIZON AND CITY SPECIFICALLY NEGOTIATED AND AGREED UPON THE INDEMNIFICATION PROVISIONS OF THIS SECTION.

12.02 Insurance.

12.02.01. Insurance Coverages, Limits, and Other Requirements. Verizon shall, and shall require any contractors and/or subcontractors to obtain and maintain substantially the same insurance as required of Verizon with limits commensurate with the work or service to be provided including the City as an additional insured as their interest may appear under this Agreement. Providing certificates of insurance as evidence of coverage for the required coverage shall not relieve Verizon or any of its respective insurers from liability for claims in excess of such stated limits of liability should higher limits of liability be placed.

12.02.02 Commercial General Liability (CGL) insurance. CGL insurance shall include coverage for:

- (a) Premises/Operations
- (b) Products/Completed Operations
- (c) Personal/Advertising Injury
- (d) Contractual
- (e) Independent Contractors
- (f) Stop Gap (unless insured as Employers Liability under Part B. of a Workers Compensation Insurance Policy)
- (g) Explosion, Collapse and Underground hazards if explosives are used in the performance of the WIRELESS NETWORK work)

12.02.02.01 Such insurance must provide a limit of liability of \$9,000,000 each Occurrence, \$10,000,000 aggregate, including Personal/Advertising Injury and \$1,000,000 each Accident/ Disease - Policy Limit/ Disease - each Employee Stop Gap or Employers Liability.

12.02.03 Automobile Liability Insurance. Automobile Liability covering owned, non-owned, hired, and leased vehicles, as applicable, with a limit of

liability of \$9,000,000 combined single limit each accident for bodily injury and property damage. If Hazardous Substances are to be transported, MCS 90 and CA 99 48 endorsements are required on the Automobile Liability insurance policy.

12.02.04 State of Washington Statutory Workers' Compensation Insurance. Verizon's contractor and its subcontractors shall comply with Workers' Compensation coverage as required by Title 51 RCW (Industrial Insurance).

12.02.05 Additional Insured. CGL insurance shall include the City as an additional insured as their interest may appear under this Agreement by providing additional insured status on ISO Forms or equivalent. Provided the Agreement is in effect, the additional insured status for the City shall remain in effect for not less than three (3) years following substantial completion of the WIRELESS NETWORK construction by Verizon.

12.02.06. Intentionally deleted.

12.02.07 General Requirements (Do Not Apply to State of Washington Statutory Workers' Compensation Insurance).

12.02.07.01 Verizon shall (1) not begin WIRELESS NETWORK construction or maintenance until certificates of insurance as evidence of insurance as required in Section 12.02.10 has been delivered to and reasonably approved by the City, and (2) keep required insurance in force at all times during the term of the Agreement. The term "insurance" herein shall include but not be limited to self-insurance, alternative risk transfer techniques, capital market solutions or any other form of risk financing.

12.02.07.02 Each insurer must either be (1) authorized to do business in the state of Washington and maintain A.M. Best's ratings of A-: VII or higher, or (2) procured as surplus lines under the provisions of chapter 48.15 RCW ("Unauthorized Insurers"), except as may otherwise be approved by the City.

12.02.07.03 "The City of Seattle" (or "City") shall be included as an additional insured as their interest may appear under this Agreement

on a primary and non-contributory basis as respects the following insurance coverages specified herein: (CGL insurance, Automobile Liability insurance). As respects CGL insurance, and Automobile Liability, such additional insured status shall (1) be evidenced by an ISO endorsement or equivalent or blanket additional insured endorsement, (2) be primary and non-contributory as respects the City's insurance, and (3) contain a "separation of insureds" provision. As respects Automobile Liability insurance, such additional insured status shall (1) be evidenced by ISO endorsement form or equivalent or blanket additional insured endorsement, (2) be primary and non-contributory as respects the City's insurance, and (3) contain a "separation of insureds" provision.

12.02.07.04 Upon receipt of notice from its insurer(s) Verizon will use commercially reasonable efforts to provide with thirty (30) days prior written notice of cancellation of any required coverage by first class mail.

Notice under this paragraph shall be issued to:
Jae Lee, Chief Capital Projects Coordinator
The City of Seattle
Seattle Center
305 Harrison Street
Seattle, WA 98109

If sent by facsimile transmission, fax to (206)386-9091; if emailed, send as a PDF or XLS format attachment to jae.lee@seattle.gov.

12.02.07.05 Failure on the part of Verizon to maintain insurance as required shall constitute a material breach of contract, upon which the City, after giving five (5) business days notice to Verizon to correct, may immediately terminate the Agreement.

12.02.07.06 All costs for insurance shall be at the expense of Those Providing Insurance and the City will not reimburse any such costs.

12.02.08. Contractor and Subcontractor Insurance. Verizon shall contractually require that each contractor or subcontractor of every tier performing WIRELESS NETWORK construction or maintenance to obtain and maintain

substantially the same insurance as required of Verizon with limits commensurate with the work or service to be provided and include the City of Seattle as an additional insured as their interest may appear on a primary and non-contributory basis. The Contractors and Subcontractors must provide the City of Seattle with certificates of insurance evidencing the coverage maintained.

Certificates of insurance shall be issued to:
Jae Lee, Chief Capital Projects Coordinator
The City of Seattle
Seattle Center
Seattle, WA 98109

If sent by facsimile transmission, fax to (206) 386-9091; if emailed, send as a PDF or XLS format attachment to jae.lee@seattle.gov.

12.02.09. Intentionally deleted.

12.02.10. Evidence of Insurance (Does Not Apply to State of Washington Statutory Workers' Compensation).

12.02.10.01 Verizon shall promptly deliver to the City certificates of insurance meeting the requirements set forth herein when this Agreement is fully executed and before any work for the WIRELESS NETWORK construction occurs. The certificates of insurance must include the following:

(a) An ACORD certificate or equivalent form fully disclosing the coverages and limits required in this Agreement.

(b) A copy of the blanket additional insured endorsement documenting that the City of Seattle is an additional insured as their interest may appear under this Agreement on a primary and non-contributory basis and (if required) Products and Completed Operations Additional Insured; a statement of additional insured status on an ACORD or other form of certificate of insurance will not satisfy this requirement.

12.03 Assumption of Risk. Except as expressly set forth in this Agreement, Verizon hereby assumes and agrees to hold the City harmless from and against all risk of damage to Verizon's property and the property of Verizon contractor(s) or subcontractor(s), and of injury to the officers, directors, employees, agents, contractors, subcontractors, and invitees of Verizon and Verizon's contractors and subcontractors, in or about the Venue from any cause, and hereby waives all claims Verizon may have against the City with respect to the WIRELESS NETWORK.

ARTICLE 13 – ASSIGNMENT

13.01 Assignment. Verizon may assign this Agreement to a business entity that meets the following criteria: (i) licensed by the FCC to operate a wireless communications business; and (ii) (1) is a parent, subsidiary, affiliate or successor of the Verizon; or (2) controls or is controlled by or under common control with the Verizon; or (3) is merged or consolidated with the Verizon; or (4) purchases a majority or controlling interest in the ownership or assets of the Verizon; or (5) purchases substantially all of the assets of the Verizon; or (6) purchases substantially all of the assets of the Verizon in the Metropolitan Trading Area in which the Premises are located. Upon notification to the City by the Verizon of such action, together with a statement by the assignee that it will comply with all terms and conditions of this Agreement, Verizon shall be relieved of all future performance, liabilities and obligations under this Agreement. Verizon may not otherwise assign this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld.

ARTICLE 14 – TERMINATION BY SEATTLE CENTER FOR VERIZON'S DEFAULT

14.01 Termination by Seattle Center. Seattle Center may terminate this Agreement with notice as set forth below, and without recourse to the Verizon, if any of the following default events occurs and is not cured within the applicable notice and cure periods:

- (a) Verizon, after notification that its operations are interfering with the operations of Seattle Center on the Venue, fails to cure the operational interference;
- (b) Verizon fails to make Payment pursuant to Article 4;
- (c) Verizon fails to maintain the required insurance coverages;
- (d) Verizon fails to design, and install its WIRELESS NETWORK in conformance with this Agreement; or
- (e) Verizon fails to comply with all applicable: federal, state and local laws, including, without limitation, all governmental codes, ordinances, resolutions, standards and policies as now existing or hereafter adopted or amended.

14.02 Notice to Cure. In the event Seattle Center intends to terminate this Agreement for any of the reasons (a) through (e) above, Seattle Center shall provide Verizon a written notice of default. If Verizon does not cure the alleged default within thirty (30) days after receipt of such notice, Seattle Center may terminate this Agreement. Notwithstanding the foregoing, Seattle Center will not terminate this Agreement within the thirty (30) day period, provided that (i) the default event is for reasons (d) or (e); or (ii) Verizon offers written evidence and other documentation reasonably satisfactory to Seattle Center that the nature of the default event reasonably takes longer to cure, or (iii) Verizon commences a cure within the 30-day time period, and (iv) Verizon diligently pursues it thereafter to completion.

14.03 Payment and Removal upon Termination or Expiration. Upon expiration or termination of this Agreement, Verizon shall pay Seattle Center all payments due as of the effective date of termination or expiration. Verizon shall also within sixty (60) days of expiration or termination of the Agreement, at its sole expense, remove the WIRELESS NETWORK, except for the portions of the same that may be specifically dedicated in writing by Verizon to Seattle Center hereunder, including but not limited to all fiber distribution, and shall return the Premises and those portions of the Venue affected by Verizon's activities hereunder to the same or better condition than existed on the Effective Date, reasonable wear and tear and casualty damage excepted. Other improvements or infrastructure may also remain if mutually agreed upon in writing by the Parties. If Verizon fails to remove the WIRELESS NETWORK within the sixty (60) day period, Seattle Center may, after thirty (30) days prior written notice, remove and dispose of the same at Verizon's expense. Verizon hereby waives all claims for damages that may be caused by Seattle Center taking possession of or removing the equipment as herein provided, and Verizon shall indemnify and hold Seattle Center and the City harmless therefrom. Seattle Center will not reimburse any Payment previously paid. Upon removal, Verizon shall also restore the Premises to its previous state at its own expense and as reasonably directed by Seattle Center, including restoration of landscape features (reasonable wear and tear and casualty damage excepted).

ARTICLE 15 – NO INTERFERENCE

15.01 No Interference. Seattle Center represents that it will utilize good faith efforts to eliminate any interference that is measurable in accordance with industry standards from any other source if such interference is affecting the WIRELESS NETWORK and is under the control of Seattle Center or its invitees, lessees or Verizon if such equipment is installed or modified after the WIRELESS NETWORK installation. Verizon agrees that it

will utilize good faith efforts to eliminate any interference that is measurable in accordance with industry standards from the WIRELESS NETWORK, including interference from other Carriers on the WIRELESS NETWORK, if such measurable interference is affecting the wireless communication equipment in use by Seattle Center or the authorized equipment located and lawfully operating on the Premises by other licensees of the Premises. If such interference occurs, the non-interfering Party shall, within twenty-four (24) hours, notify the interfering Party via telephone to Verizon’s Network Operations Center at (800) 621-2622 or to Seattle Center at (206) 684-7272. For interference from the WIRELESS NETWORK, Verizon will commence efforts to eliminate such interference within twenty-four (24) hours. Verizon will have five (5) business days from notification to eliminate the interference. If such interference is not eliminated, Verizon must cease transmission of the interfering source.

ARTICLE 16 – REPRESENTATIONS AND WARRANTIES

16.01 Representations and Warranties by Verizon. Verizon represents that it has all corporate authority necessary to enter into this Agreement, that Verizon (or affiliates of Verizon) hold all required FCC licenses necessary under this Agreement, and that it is in good standing with the FCC.

16.02 Representations and Warranties by Seattle Center. Seattle Center represents and warrants that it has the right to grant the rights given in this Agreement.

ARTICLE 17 – PUBLIC RECORDS AND CONFIDENTIALITY

17.01 Public Records and Confidentiality. Verizon acknowledges that information submitted to the City is subject to the Washington Public Records Act, RCW 42.56. Verizon may identify documents submitted to the City that Verizon believes are non-disclosable, such as trade secrets. Verizon shall prominently mark any document for which it claims confidentiality with the mark “Confidential,” in letters at least one-half (1/2) inch in height, prior to submitting such document to the City. The City shall treat any document so marked as confidential and will not disclose it to persons outside of the City, except as required by law and as provided herein. If the City receives a public disclosure request for any documents marked as “Confidential,” the City shall provide Verizon with written notice of the request, including a copy of the request, and will allow Verizon up to thirty (30) days to obtain and serve the City with a court injunction to prevent the City from releasing the documents. If Verizon fails to obtain a court order and serve the City within the thirty (30) days, the City may release the documents, provided that the City shall disclose only such confidential information as is, in the City’s sole discretion, legally

required to be disclosed. Whether to seek an injunction is Verizon’s discretionary decision. The City will not assert an exemption from disclosure on Verizon’s behalf. The Parties also agree to abide by the terms of the Parties’ “Non-Disclosure Agreement and Acknowledgement of Obligations Under Washington Public Disclosure Act” dated August 17, 2023.

ARTICLE 18 – COMPLIANCE WITH LAWS

18.01 General Requirements. Verizon, at no cost to City, shall comply with all applicable laws, including, without limitation, the Americans with Disabilities Act with respect to the WIRELESS NETWORK, and any applicable rules and regulations of any governmental entity as now or hereafter enacted or promulgated with respect thereto. Whenever Verizon is informed of any violation of any such law, ordinance, rule, regulation, license, permit or authorization committed by it or any of its officers, employees, contractors, agents or invitees, or any of its contractor’s subcontractors, Verizon shall immediately desist from and/or prevent or correct such violation.

18.02 Licenses, Permits, and Other Authorizations. Without limiting the generality of Article 18.01, Verizon, at no cost to the City, shall secure and maintain in full force and effect during the term of this Agreement, all required licenses, permits and similar legal authorizations required in connection with the WIRELESS NETWORK, and comply with all requirements thereof, and shall submit to the Seattle Center Project Coordinator evidence of Verizon’s satisfaction of all such requirements whenever requested in writing.

ARTICLE 19 – SAFETY PRECAUTIONS

19.01 Verizon General Responsibilities. Verizon shall be responsible for complying with all applicable safety requirements. Verizon shall comply, and require its contractor(s) to comply, with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction over the safety or persons or property, or over protection from damages, injury, or loss.

19.02 Verizon Responsible for Safety of Personnel and Property. Verizon shall take all reasonable precautions to protect the lives and health of personnel performing any work in the Venue and other persons at the Venue who may be affected thereby, prevent damage to materials, supplies, and equipment in the Venue, and prevent damage to other property on the Venue, to the extent such damage is caused by the negligence or willful misconduct of Verizon, its employees, agents or contractors. Verizon shall erect and maintain all necessary safeguards for such safety and protection; and notify owners of adjacent property and utilities when prosecution of WIRELESS NETWORK construction or maintenance may affect them.

19.03 City Not Responsible for Safety. Nothing provided in this Agreement shall be

construed as imposing any duty upon City with regard to safety at or on the Venue, or over any other safety conditions relating to employees or agents of Verizon or its contractor or any of such contractor's subcontractors, or the public.

ARTICLE 20 – DISPUTE RESOLUTION

20.01 Dispute Resolution. The Parties hereto shall make their best efforts to resolve disputes as expeditiously as possible through negotiations at the lowest possible decision-making level, and in the event such negotiations are unsuccessful, to participate in good faith in the mediation process described below.

20.02 Involvement of Mediator & Mediator's Consultants. In the event an issue cannot be resolved by negotiations between subordinate staff of Verizon and the Seattle Center Project Coordinator and/or subordinate Seattle Center Staff, the matter shall be referred to the Director or designee and Verizon's President and Chief Executive Officer or such other designated officer or employee authorized by Verizon ("**Verizon Representative**"). If the Director or designee and the Verizon Representative are unable to resolve the dispute within a period of seven (7) days after the matter has been formally referred to them for resolution, they shall meet during the immediately succeeding seven (7) days to select a mediator to assist in the resolution of such dispute; *provided*, that in the event the Director or designee and Verizon Representative cannot agree upon a mediator within such seven (7) day period, either Party may apply to the American Arbitration Association or the Judicial Arbitration & Mediation Service for the appointment of a mediator according to the process that is established by such entity for such action. Verizon and City shall share equally the cost charged for the mediation of any dispute. The mediator shall have the authority to engage one or more expert consultants with knowledge in the field(s) or area(s) involved in the matter(s) that are in dispute to assist the mediator and the Parties to evaluate their respective claims and reach agreement to resolve their dispute.

20.03 Continuation of Efforts in Event of Dispute; No Litigation without Mediation. Notwithstanding the existence of any dispute between the Parties hereto, the Parties shall continue to carry out, without unreasonable delay, all of their respective responsibilities under this Agreement to the extent not affected by the dispute. Neither Party to this Agreement shall commence any litigation against the other with respect to any claim or dispute under this Agreement without first participating, in good faith, in mediation as contemplated in this Section.

ARTICLE 21 – MISCELLANEOUS

21.01 Notices. All legal notices hereunder must be in writing and, with the exception of Payments, may be sent by U.S. mail, postage prepaid to the other Party, return receipt requested, at the address set forth below (or as such addresses may be changed in

writing upon no less than twenty (20) days prior written notice to the other Party of the new notice address). Payments shall be sent to the other Party at the street address set forth below, by overnight mail via nationally recognized overnight courier or by certified mail.

If to Seattle Center:

Seattle Center Director
305 Harrison Street
Seattle, Washington 98109
Attn: Marshall Foster

If to Verizon:

Seattle SMSA Limited Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

With a copy to:

Basking Ridge Mail Hub
Attention: Legal Intake
One Verizon Way
Basking Ridge, New Jersey 07920

21.02 Entire Agreement; Modification. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior written and verbal agreements, representations, promises or understandings between the Parties, except for Verizon's Temporary License, attached hereto and incorporated herein as Exhibit B. Any amendments to this Agreement must be in writing and executed by both Parties notwithstanding the provisions of Article 4.06.

21.03 Governing Law, Venue. This Agreement will be governed by and construed in accordance with the laws of the state where the Venue is located; venue for any action hereunder shall be in the Superior Court of the State of Washington for King County.

21.04 Force Majeure. Neither Party shall be liable for any breach of this Agreement for any delay or failure of performance resulting from any cause beyond such Party's reasonable control, including without limitation, strikes, labor disputes, war, terrorist acts, riots, government regulations, or acts of God.

21.05 No Third Party Beneficiaries. The City and Verizon are the only Parties to this Agreement, and as such are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to create or provide any legal right or benefit, direct, indirect or otherwise to any other party.

21.06 No Waiver of Breach. The failure of one Party to insist on any one or more instances, upon a strict performance of any of the covenants of this Agreement, or to exercise any right contained herein, shall not be construed as a waiver of or relinquishment for the future performance of such covenant or right to exercise such right.

21.07 Successors Bound. This Agreement and each of its covenants and conditions shall be binding upon and shall inure to the benefit of the Parties hereto and their respective assignees.

21.08 Counterparts. This Agreement may be executed by original or electronic signatures and in any number of counterparts which shall be considered one instrument. Counterparts and signed electronic copies of this Agreement shall legally bind the Parties to the same extent as original documents.

21.09 Captions and Article Numbers. The captions, article and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Agreement nor in any way otherwise affect this Agreement.

21.10 Severability. If any term, covenant, condition or provision of this Agreement shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

20.11 Authority. Verizon and the City each warrant and represent to the other that the person signing this Agreement on such Party's behalf has the authority to do so and to bind such Party to the terms, covenants and conditions contained herein.

21.12 No Agency, Partnership, or Joint Venture. Nothing contained in this Agreement shall be construed to create any agency relationship, partnership, joint venture or other similar arrangement between Verizon and the City. Neither Party shall create any obligation or responsibility on behalf of the other Party or bind the other Party in any manner.

21.13 Time of Essence. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SEATTLE CENTER

The City of Seattle

By: _____

Name: _____

Title: _____

Date: _____

VERIZON

Seattle SMSA Limited Partnership d/b/a
Verizon Wireless
By Cellco Partnership, its General
Partner

By: _____

Name: _____

Title: _____

Date: _____

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

On this ____ day of _____, 202_, before me, a Notary Public in and for the State of Washington, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged said instrument as the _____ of Seattle SMSA Limited Partnership d/b/a Verizon Wireless, By Cellco Partnership, its General Partner, to be the free and voluntary act and deed of said party for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of _____,
residing at _____
My appointment expires _____
Print Name: _____

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

On this ____ day of _____, 202_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Marshall Foster, to me known to be the Director of the Seattle Center Department of the **City of Seattle**, who executed the foregoing instrument, and acknowledge said instrument to be the free and voluntary act and deed of The City of Seattle, for the uses and purposes herein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of the City of Seattle.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

(Print or type name)

(Signature)

NOTARY PUBLIC in and for the State of Washington, residing at _____.
My appointment expires _____.

EXHIBIT A

DESCRIPTION OF THE PREMISES

Pursuant to Article 1 of this Agreement, Seattle Center grants Verizon a license to use, for the purposes set forth in the Agreement and in compliance with the terms and conditions of the Agreement, the following Seattle Center facilities and grounds, which are anticipated to be covered by the WIRELESS NETWORK, and which are referred to in the Agreement collectively as the Premises.

LOCATIONS:

1. Armory Atrium and Lofts
 - a. Kreielsheimer Promenade,
2. Fifth Avenue Garage,
3. Mercer Street Garage,
4. Fisher Pavilion; Interior, Rooftop and Green
5. Broad Street Green,
6. North and South Fountain Lawns,
7. NW Courtyards,
8. Center Park Plaza,
9. Founders Court,
10. Theater Commons,
11. Mural Amphitheater,
12. Monorail Platform,
13. Exterior spaces along Thomas, Harrison, and Republican, and Nob Hill Streets as well as 2nd Ave N and 3rd Ave N
14. Exterior walk-ways throughout the Seattle Center Campus
15. Phelps Center / Exhibition Hall interior

Additional areas on the Seattle Center campus grounds and additional Seattle Center buildings may be added to this definition of Premises as designated by the Director and as mutually agreed to by both Parties in writing.

The Parties acknowledge that some or all of the buildings/locations listed in this Exhibit A may not be included as part of the WIRELESS NETWORK due to lack of permit approval, concern regarding hazardous materials, or for other financial concerns of Verizon. If any

building or location is withdrawn from inclusion after the City approves the applicable WIRELESS NETWORK Design Plan, Verizon shall follow the procedure set forth in Article 10.

EXHIBIT B

TEMPORARY FACILITY USE AGREEMENT

EXHIBIT C

PRICE LIST AND HOURLY RATES FOR REIMBURSABLE EXPENSES

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Seattle Center	Marc Jones	Alan Lee

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to the Seattle Center Department; authorizing the execution of a Wireless Network Infrastructure Provider License Agreement with Verizon Wireless to design, install, operate, maintain, and upgrade a wireless communications system at Seattle Center.

Summary and Background of the Legislation: This legislation authorizes The City of Seattle to enter into a Wireless Network Infrastructure Provider License Agreement with Verizon Wireless to design, install, operate, maintain, market, and upgrade a multi-carrier capable, carrier-neutral wireless communications system (Wireless Network) at Seattle Center. The Wireless Network will improve wireless broadband coverage throughout the campus, enhancing the visitor experience and supporting event operations.

Key Provisions of the Agreement:

License and Scope of Use: The agreement grants Verizon Wireless a license to use designated spaces within Seattle Center to install, operate, maintain, upgrade, and repair the Wireless Network to meet the needs of a high-traffic campus that experiences surges of users during events and gatherings. Verizon is also required to engage other major carriers to use and integrate their equipment into the Wireless Network, and to ensure it is carrier neutral.

Term of the Agreement: The initial term of the agreement is 12 years, with automatic renewal for two additional and successive four-year terms, provided Verizon is not in default.

Financial Terms:

- **Initial Payment:** Verizon will make an upfront payment of \$150,000 upon execution of the agreement.
- **Annual Fee:** Verizon will pay an annual fee of \$150,000 for every year beginning 2025 through 2035 (totaling \$1,800,000 over the term) to the City of Seattle.
- **Monthly Land Rent:** In addition to the Annual Fee, Verizon will pay monthly rent of \$30,000 (\$360,000 annually) for the Wireless Network once it is operational, with annual rent increases of 2.99% (total \$4,127,099).
- **Total Revenue:** Over the initial term (2024-2035) Verizon will provide \$5,927,099 in total revenue to Seattle Center.

Construction, Maintenance, and Compliance: Seattle Center has assisted, and will continue to assist, Verizon in the planning of equipment, locations, and design of the Wireless Network. Seattle Center may, in its sole discretion, require specific equipment placement, screening, or camouflaging to address practical or aesthetic concerns. Verizon will be responsible for all construction-related expenses, including obtaining necessary permits and approvals. Verizon will also reimburse Seattle Center for review time, project management coordination, labor costs, and expenses related to Verizon’s deployment of the Wireless Network. In addition, Verizon will pull and install dedicated fiber for Seattle Center at Verizon’s expense. Verizon, at its own expense, will maintain the Wireless Network infrastructure in good condition throughout the term of the agreement and ensure compliance with all federal, state, and local regulations.

Termination Provisions:

- Seattle Center may terminate the agreement if Verizon fails to fulfill its payment, insurance, design, or installation obligations; fails to cure interference should it occur; or fails to comply with any applicable law, standards, or policies.

Expected Outcomes and Benefits:

- **Enhanced Cellular Coverage:** The agreement will significantly improve cellular service across Seattle Center, enhancing the experience for visitors and ensuring robust connectivity during events. Verizon is also committed to providing Seattle Center with Wireless Network use and performance data, as specified in the agreement.

This agreement provides long-term financial and operational value to Seattle Center and ensures that the venue remains a connected, competitive, and attractive destination for residents, visitors, and event organizers.

- **Operational Support for Events:** Reliable wireless connectivity will facilitate seamless operations at large-scale events, including concerts and festivals.
- **Revenue Generation:** All revenue generated through the agreement will directly support Seattle Center operations, including technology support.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? Yes

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City? Yes

Expenditure Change (\$);	2024	2025 est.	2026 est.	2027 est.	2028 est.
General Fund	\$0	\$0	\$0	\$0	\$0
Expenditure Change (\$);	2024	2025 est.	2026 est.	2027 est.	2028 est.
Other Funds	\$0	\$150,000	\$0	\$0	\$0

Revenue Change (\$); General Fund	2024	2025 est.	2026 est.	2027 est.	2028 est.
Revenue Change (\$); Other Funds	2024	2025 est.	2026 est.	2027 est.	2028 est.
	\$150,000	\$150,000	\$510,000	\$520,764	\$531,850

Number of Positions	2024	2025 est.	2026 est.	2027 est.	2028 est.
	0	0	0	0	0
Total FTE Change	2024	2025 est.	2026 est.	2027 est.	2028 est.
	0	0	0	0	0

If there are no changes to expenditures, revenues, or positions, please delete Sections 3.a, 3.b, and 3.c and answer the questions in Section 4.

3.a. Appropriations

This legislation adds, changes, or deletes appropriations.

Fund Name and Number	Dept	Budget Control Level Name/Number*	2024 Appropriation Change	2025 Estimated Appropriation Change
Seattle Center 11410	Seattle Center	Building & Campus Improvements BC-SC-S03P01	0	\$150,000
TOTAL			\$0	\$150,000

*See budget book to obtain the appropriate Budget Control Level for your department.

Appropriations Notes:

3.b. Revenues/Reimbursements

This legislation adds, changes, or deletes revenues or reimbursements.

Anticipated Revenue/Reimbursement Resulting from This Legislation:

Fund Name and Number	Dept	Revenue Source	2024 Revenue	2025 Estimated Revenue
Seattle Center 11410	Seattle Center	Annual Fees	\$150,000	\$150,000
Seattle Center 11410	Seattle Center	Monthly Land Rent	\$0	\$0
TOTAL			\$150,000	\$150,000

Revenue/Reimbursement Notes: The initial payment is \$150,000, with annual fees of \$150,000 starting in 2025. Monthly land rent of \$30,000 begins once the network is operational - assumed to be 1Q 2026, and increases annually by 2.99%.

3.c. Positions

- This legislation adds, changes, or deletes positions.

3.d. Other Impacts

Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts.

No.

If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.

Not applicable.

Please describe any financial costs or other impacts of *not* implementing the legislation.

Not implementing the legislation would result in lost revenue opportunities and potential declines in visitor satisfaction and operational efficiency at Seattle Center due to inadequate wireless coverage.

4. OTHER IMPLICATIONS

- a. Please describe how this legislation may affect any departments besides the originating department.**

This legislation may impact the Seattle Information Technology Department for coordination on the use of existing infrastructure and the Office of City Finance for processing payments.

Does this legislation affect a piece of property? If yes, please attach a map and explain any impacts on the property. Please attach any Environmental Impact Statements, Determinations of Non-Significance, or other reports generated for this property.

No.

- b. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.**

Improved wireless connectivity at Seattle Center will benefit all visitors, including those from vulnerable and historically disadvantaged communities, by providing better access to information and services. The Wireless Network will support Seattle Center's Purpose Statement: creating exceptional events, experiences, and environments that delight and inspire the human spirit to build stronger communities.

- i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response, please consider impacts within City government (employees, internal programs) as well as in the broader community.**

Enhanced wireless connectivity ensures all visitors, including those from disadvantaged communities, have access to reliable communication services. This conclusion is based on the recognition that access to technology is crucial for equitable participation in public spaces.

- ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**
- iii. What is the Language Access Plan for any communications to the public?**

Public communications will include translations into multiple languages to ensure inclusivity and accessibility for non-English speaking visitors.

Climate Change Implications

- i. Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.**

The installation and operation of the wireless network are not expected to significantly impact carbon emissions.

- ii. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

The wireless network will enhance Seattle Center's technological infrastructure, potentially supporting resilience through improved communication capabilities during climate-related events.

- c. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program’s desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?**

The goal is to enhance wireless coverage at Seattle Center, improving visitor experience and operational efficiency. Progress will be measured through visitor satisfaction surveys, usage data, and operational performance metrics.

5. CHECKLIST

- Is a public hearing required?
- Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?
- If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?
- Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?

6. ATTACHMENTS

Summary Attachments: None.



Legislation Text

File #: CB 120918, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to the Seattle Center Glass and Gardens Exhibition Lease; authorizing the Seattle Center Director to execute an amendment to the lease agreement between Center Art LLC and The City of Seattle to provide the tenant additional options to extend the lease term; and adjusting rent and other lease provisions.

WHEREAS, The City of Seattle and Center Art LLC entered into a lease agreement dated June 13, 2011 leasing certain premises at Seattle Center to Center Art LLC (“Center Art”) for the Seattle Center Glass and Gardens Exhibition (the “Lease”); and

WHEREAS, the Lease has been beneficial to both The City of Seattle and Center Art, fostering cultural enrichment and economic benefits for the community; and

WHEREAS, both parties have mutually agreed on the need to amend the Lease to provide Center Art additional options to extend its term, adjust the rent structures, and outline reinvestment commitments to ensure the continued success and sustainability of the exhibition and the Seattle Center areas that support the exhibition; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Seattle Center Director is authorized to execute, for and on behalf of The City of Seattle, the Amendment to the Seattle Center Glass and Gardens Exhibition Lease substantially in the form attached to this ordinance as Attachment 1.

Section 2. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and

1.04.070.

Passed by the City Council the _____ day of _____, 2024, and signed by
me in open session in authentication of its passage this _____ day of _____, 2024.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2024.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2024.

Scheereen Dedman, City Clerk

(Seal)

Attachments:

Attachment 1 - Amendment to Seattle Center Glass and Gardens Exhibition Lease

AMENDMENT TO SEATTLE CENTER GLASS AND GARDENS EXHIBITION LEASE

THIS AMENDMENT TO SEATTLE CENTER GLASS AND GARDENS EXHIBITION LEASE (the “**Amendment**”) effective as of _____, 2024 (the “**Amendment Effective Date**”), is by and between THE CITY OF SEATTLE, a municipal corporation of the State of Washington (“**City**” or “**Landlord**”), and CENTER ART LLC, a Washington limited liability company (“**Center Art**” or “**Tenant**”). Capitalized terms used but not defined herein shall have the meanings given to them in the Lease.

RECITALS

A. Landlord and Tenant are parties to that certain Seattle Center Glass and Gardens Exhibition Lease dated as of June 13, 2011 (the “**Original Lease**”).

B. The Initial Term of the Lease was for a period of sixty months beginning on April 1, 2012.

C. The Original Lease provides Center Art the option to extend the Lease Term for up to five (5) additional successive terms of five years each (each an “**Extended Term**”).

D. As of the Amendment Effective Date, Center Art has exercised two options with the current Extended Term ending on March 31, 2027, and with an outside Lease Term ending March 31, 2042.

E. The City and Center Art mutually desire to provide Center Art with additional extension options and to provide for additional support for maintenance and improvements to the Premises and surrounding areas of Seattle Center.

The City and Center Art mutually agree to amend the Lease as set forth herein.

AGREEMENT

In consideration of the mutual covenants herein, the City and Center Art hereby amend the Lease as follows:

1. Option for Extended Ten-Year Terms. A new Section 3.3 is added to the Lease as follows:

3.3 Additional Extended Terms. Provided that Center Art exercises its option for each of the five-year Extended Terms under Section 3.2, Center Art shall have the option to further extend the Term of the Lease for three additional successive terms of ten (10) years each (each an “**Extended Ten-Year Term**”). Center Art must exercise the option to each Extended Ten-Year Term by providing the Director written notice of Center Art’s

intention no earlier than eighteen months and no later than twelve months prior to the expiration of the then-current Term. All terms and conditions of this Lease shall apply to any Extended Ten-Year Term, except: (1) the Retail Building shall be excluded from the Premises, and (2) the Base Rent and Additional Rent shall be calculated as described in Sections 4.3, 4.4 and 4.7. Whenever the word "Term" is used in this Lease it shall be deemed to include the Initial Term and any exercised Extended Term and exercised Extended Ten-Year Term.

2. Base Rent. Section 4.3 is amended by adding a new paragraph at the end as follows:

At the commencement of each Extended Ten-Year Term, the annual Base Rent shall be fair market value Base Rent determined as provided in this paragraph. The 'fair market value Base Rent' shall take into consideration rent paid by comparable museums, gardens, art, and cultural attractions in comparable civic centers or locations in comparable cities. Along with its written notice exercising an option to an Extended Ten-Year Term, Center Art shall provide its proposed fair market value Base Rent. The Director shall have thirty (30) days to respond in writing and shall either (i) accept Center Art's proposed fair market value Base Rent or (ii) reject Center Art's proposal and provide the City's statement of fair market value Base Rent. If the Director accepts Center Art's proposed fair market value Base Rent, then Center Art's proposed fair market value Base Rent shall be the annual Base Rent. If the Director does not respond in writing within such 30-day period and the Director fails to respond in writing within five (5) business days after receipt of a second written notice from Center Art, then Center Art's proposed fair market value Base Rent shall be the annual Base Rent. If the Director responds in writing within such 30-day period and proposes a different Base Rent, Center Art shall respond in writing within thirty (30) days and either (i) accept the Director's determination or (ii) request a meeting with the Director to negotiate the amount of fair market value Base Rent, in which case each Party shall share in writing the basis for its determination of fair market value Base Rent. If Center Art accepts the Director's proposed fair market value Base Rent, then the Director's proposed fair market value Base Rent shall be the annual Base Rent. If Center Art does not respond in writing within such 30-day period and Center Art fails to respond in writing within five (5) business days after receipt of a second written notice from the Director, then the Director's proposed fair market value Base Rent shall be the annual Base Rent. If the Parties are unable to agree upon the amount of fair market value Base Rent by 180 days before the first day of the applicable Extended Ten-Year Term, then either Party may send written notice to the other Party (the "**Arbitration Commencement Notice**") that fair market value Base Rent shall be determined by arbitration in accordance with the following terms (the "**Arbitration Commencement Date**"). The arbitration will be conducted by three independent MAI appraisers (each an "**Arbitrator**" and

together the “**Arbitrators**”) each with not less than ten (10) years’ experience ending on the Arbitration Commencement Date in the leasing of comparable Premises. Tenant will select one Arbitrator, Landlord will select one Arbitrator, and the two Arbitrators so chosen will select the third Arbitrator. If the two Arbitrators chosen by the parties cannot agree on a third Arbitrator within ten (10) days after the date the second Arbitrator has been appointed, the third Arbitrator will be appointed by the geographically closest office of the American Arbitration Association upon the application of either Party. Each Party shall select its Arbitrator within ten (10) business days after it sent or received, as applicable, the Arbitration Commencement Notice. If either Party fails to select its Arbitrator within such ten (10) business day period, the other Party timely selects its Arbitrator, and the Party fails to select its Arbitrator within five (5) business days after receipt of a second Arbitration Commencement Notice from the other Party, then the Arbitrator selected by the other Party shall be the sole Arbitrator for determining the fair market value Base Rent. Within thirty (30) days after the selection of the third Arbitrator (or if only one Arbitrator is to render the decision as provided above, within thirty (30) days after the last day of the above-referenced fifteen (15) business day period), the Arbitrator(s) shall determine the fair market value Base Rent. If more than one Arbitrator has been appointed, the decision of a majority of the Arbitrators shall control. If a majority of the Arbitrators do not agree within the stipulated time period, then each Arbitrator shall in writing render his or her separate determination as to the fair market value Base Rent within five (5) business days after the expiration of the thirty (30) day period. In such case, the three determinations shall be averaged to determine the fair market value Base Rent; however, if the lowest determination of fair market value Base Rent or the highest determination fair market value Base Rent is ten percent (10%) lower or higher, as applicable, than the middle determination fair market value Base Rent, then the low determination for fair market value Base Rent and/or the high determination fair market value Base Rent, as applicable, shall be disregarded and the remaining determinations of fair market value Base Rent shall be averaged in order to establish the fair market value Base Rent. Both Parties may submit any information to the Arbitrators for their consideration, with copies to the other Party. The Arbitrators shall have the right to consult experts and competent authorities for factual information or evidence pertaining to the determination of the fair market value Base Rent. The Arbitrators shall render their decision and award in writing with counterpart copies to each Party. The Arbitrators shall have no power to modify the provisions of this Lease. The determination of the Arbitrators shall be final and binding upon Landlord and Tenant. The cost of the Arbitration (i.e., the charges and fees of the Arbitrators but not the parties’ own costs such as attorneys’ fees and expert fees) shall be shared equally by Landlord and Tenant. If the fair market value Base Rent determined by arbitration is higher than Center Art’s originally proposed annual Base Rent, Center Art may, in its sole

discretion, void and terminate the applicable Extended-Ten Year option by providing written notice to the City within thirty (30) days of Center Art's receipt of the decision of the arbitration, with the effective date of the termination being the last day of the then-current Term. If the Lease is not terminated, the fair market value Base Rent as determined by agreement of the Parties or by arbitration, as applicable, shall be the annual Base Rent and thereafter, beginning on the first anniversary of the first day of the applicable Extended Ten-Year Term, and thereafter annually for the duration of the Lease Term, the annual Base Rent payable in the upcoming Lease Year shall be adjusted by the inflation adjustment in Section 4.7 of this Lease based on the percentage change in the CPI from the first day of the applicable Extended Ten-Year Term through the last day of the Lease Year prior to the Lease Year being adjusted; provided, during any Extended Ten-Year Term the inflation adjustment shall not result in the Base Rent being less than the Base Rent in effect on the first day of such Extended Ten-Year Term.

3. Additional Rent. Section 4.4 is amended by adding a new paragraph at the end as follows:

In consideration of this Amendment, in addition to the Additional Rent based on net sales of Chihuly Fine Art, commencing on the Amendment Effective Date, Center Art shall pay the City one percent (1%) of Center Art's gross revenue from ticketed paid admissions to the Premises ("Annual Percentage Rent"). The Annual Percentage Rent shall be payable annually in arrears beginning on the first anniversary of the Amendment Effective Date. Center Art shall submit the report described in Section 10.1.2 along with the annual payment of the Percentage Rent. As used in this Lease, references to "Additional Rent" shall include the Percentage Rent.

4. Cap on CPI Adjustment for Extended 10-Year Terms. Beginning on the Amendment Effective Date, a new Section 4.7 is added to the Lease as follows:

4.7 CPI Adjustments to Base Rent for Extended 10-Year Terms. Beginning on the first anniversary of the first day of each Extended Ten-Year Term, and thereafter annually on the first day of each subsequent Lease Year, the Base Rent during the applicable Extended Ten-Year Term shall be adjusted upward only by an amount equal to the total percentage change that occurred in CPI (as defined in Section 4.5) between the first day of the applicable Extended Ten-Year Term through the last day of the immediately preceding Lease Year. City shall notify Center Art in writing at least one (1) month prior to the first payment of adjusted Base Rent of the estimated adjusted Base Rent amount. If the estimated CPI adjustment is less than the actual CPI adjustment, upon notice from City, Center Art shall include any additional amount of Base Rent owing in the next monthly installment of Base Rent. If the estimated CPI adjustment exceeds the

actual CPI adjustment, upon notice from City, Center Art may apply any excess to the next monthly installment of Base Rent. By way of illustration only, if Base Rent for the first Extended Ten-Year Term is \$1,000,000, the CPI is 100.0 on the first day of the first Extended Ten-Year Term and is 105.5 on the last day of the first Lease Year in the first Extended Ten-Year Term, the annual Base Rent for the subsequent Lease Year shall be \$1,055,000 (\$1,000,000 multiplied by 1.055). Notwithstanding anything to the contrary set forth in this Section 4.7, the CPI increase to Base Rent shall be capped at four percent (4%) annually and the aggregate CPI increases in Base Rent applicable to each 5-year period during each Extended 10-Years Terms shall be capped at a twenty percent (20%) non-compounded increase. If the actual CPI increase in any given 5-year period is less than twenty percent (20%), the unused portion of the cap may be carried forward and added to the cap for the subsequent 5-year period. For example, if the CPI increase is 10% over the first 5-year period during an Extended 10-Year Terms, the remaining 10% may be added to the cap for second 5-year period, allowing for a potential increase of up to 30% during the second 5-year period. By way of illustration, if Base Rent for the first year of an Extended Ten-Year Term is \$1,000,000, the annual Base Rent for the first five years of such Extended Ten-Year Term shall not exceed \$1,200,000 (\$1,000,000 multiplied by 1.20) and the annual Base Rent for the second five years of such Extended Ten-Year Term shall not exceed \$1,400,000 (\$1,000,000 multiplied by 1.40). If during the Lease Term there is a change in the index base or other modification to the CPI index, the parties shall apply whatever conversion factor establishes the true percentage change in the CPI during the relevant time period.

5. Capital Reinvestment. Beginning on Amendment Effective Date, a new Section 15.4 is added to the Lease as follows:

15.4 Capital Reinvestment.

- A. Center Art agrees to establish a Capital Improvement Fund (CIF) funded by Center Art with minimum annual contributions and improvements as described in Exhibit A. The CIF will be utilized for capital improvements and enhancements to the Premises and surrounding areas. The CIF will be divided into Center Art-Directed Investments and City-Directed Investments, as specified in Exhibit A. Center Art shall pay the City the City-Directed Investment amount outlined on Exhibit A quarterly, in advance, due on or before the fifteenth (15th) day of each calendar quarter, with the first payment due by January 15, 2025. Center Art shall invest the Center Art-Directed Investments as described in Subsection 15.4.C. The CIF payments shall be prorated during any partial Lease Year.
- B. CIF-funded improvements are not intended to in any way limit or modify the Center Art's routine and major maintenance obligations

under Section 15.3 or replace or modify either Party's other obligations under this Lease; provided, subject to the limitations under Subsection 15.4.C, Center Art will receive credit against the required contributions to the Center-Art Directed Investments for all amounts expended or reimbursed by Center Art with respect major or capital repairs, replacements, improvements, and enhancements to the Premises, Project Improvement Area and/or the Public Use Areas even if Center Art was required to undertake or pay for the same under the Lease (including, but not limited to, structural repairs, installation of pavement and other surface area improvements, fixtures, lighting, landscaping, and other modifications, upgrades, and improvements necessary to maintain or enhance the condition and functionality of the Premises and improve the surrounding campus experience).

- C. Each Party shall prepare a five-year CIF summary outlining the plan and budget for proposed improvements to be made utilizing their respective CIF funds (each a "Five-Year CIF Summary"). Each Party shall submit its initial Five-Year CIF Summary to the other Party for review and, thereafter, a new or updated Five-Year CIF Summary every five (5) years thereafter. In the event of changed circumstances, each Party has the right at any time to submit a revised Five-Year CIF Summary. For each calendar year during the Term, Center Art shall invest the full amount of the Center Art-Directed investment in the Premises annually, provided Center Art may roll over the Center Art-Directed Investments in a given year for up to two consecutive years, in which case the total amount invested by Center Art over any two-year rollover period must meet or exceed the total minimum Center Art-Directed investment requirement for those years combined. Following completion of the Center-Art Directed improvements, Center-Art shall provide the City a report demonstrating compliance with the required investment on Exhibit A. If Center Art invests or contributes more than the full amount of the Center Art-Directed Investment required to be invested in any given year, the excess amount shall be credited against Center Art's obligation to make the Center Art-Directed Investments in following calendar year or years; provided only \$500,000 of any excess amount may be credited after the final year of the Five-Year Extended Term or the final year of the first two Extended Ten-Year Terms in which the excess amount was invested or contributed by Center Art; and provided further that any excess amounts that remain uncredited as of the expiration of the Lease are not refundable. If for any reason the Lease is terminated due to Center Art default, any amount of Center Art-Directed investment that has not been expended in the year of termination (including any prior rollover period) shall be immediately due and payable to the City.

- D. All improvements to the Premises are subject to the City's approval under Section 14.4 and shall comply with Seattle Center Construction Site Standards, local building codes, and regulations.

6. Reporting.

- A. The reference to "Lease Year" in Section 10.1.1 is changed to "calendar year."
- B. Two new sentences are added to the end of Section 10.1.2 as follows:

Along with the annual payment of Annual Percentage Rent, Center Art shall submit to the Director a written statement, certified by an authorized officer of Center Art, the following information: (i) the total number of tickets sold in each price category during the prior twelve month period, (ii) the total amount of sales revenue collected in each ticket price category during the prior twelve month period, and (iii) any other information reasonably required by the Director to demonstrate the calculation of the Annual Percentage Rent remitted. The audit provisions in Section 10.2 that apply to Net Sales of Chihuly Fine Art shall apply equally to the Annual Percentage Rent, the calculation of Annual Percentage Rent, and the CIF Center Art-Directed investments.

7. Definitions.

- A. The definition of "**Lease Year**" in Section 4.5 is clarified to acknowledge that the Rent Commencement Date was April 1, 2012, and "Lease Year" means a twelve-month period beginning April 1st and ending March 31st of each year during the Term, as extended.
- B. Any other capitalized term that is not otherwise defined in this Amendment shall have the meaning provided in the Original Lease. From the Amendment Effective Date, all references to the "Lease" shall mean the Original Lease as amended by this Amendment.

8. Force and Effect. Except as specifically amended herein, all other provisions of the Lease shall remain in full force and effect and are hereby affirmed and ratified. To the extent of any inconsistencies or contradictions between the terms and conditions of the Original Lease and this Amendment, the terms and conditions in this Amendment shall control. Copies of originals, including copies of originals delivered by facsimile, PDF or other electronic means shall have the same effect as original counterparts.

[Remainder of page intentionally left blank]

[Signatures to follow]

IN WITNESS WHEREOF, the parties have executed this Amendment on the respective date set beneath their signatures below, but this Amendment shall be deemed to be effective on the Amendment Effective Date.

LANDLORD:

THE CITY OF SEATTLE, a municipal corporation of the State of Washington

By: _____
Its: _____

TENANT:

CENTER ART LLC, a Washington limited liability company

By: Special Event Management LLC, a Washington limited liability company
Its: Manager

By: _____
Its: Authorized Representative

[Acknowledgments follow]

LANDLORD ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF KING

ss.

I certify that Marshall Foster personally appeared before me and signed this instrument, and on oath stated that he was authorized to execute the instrument as the Seattle Center Director and acknowledged the instrument, and acknowledged said instrument to be the free and voluntary act and deed of The City of Seattle for the uses and purposes therein mentioned, and on oath, stated that he was authorized to execute said instrument for and on behalf of The City of Seattle.

Dated this ____ day of _____, 2024.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _____

My appointment expires _____

TENANT ACKNOWLEDGMENT

STATE OF WASHINGTON |
COUNTY OF KING | ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged the said instrument as an authorized representative of Special Event Management LLC, the manager of Center Art LLC, a Washington limited liability company to be the free and voluntary act of such limited liability company for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 2024.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _____

My appointment expires _____

EXHIBIT A

**Minimum Annual Contributions
 and
 Division Between Center Art-Directed Investments and City-Directed Investments**

Fixed Capital Reinvestment				
Center Art LLC (Center Glass and Garden) commits to reinvest specified amounts into capital improvements annually, enhancing the exhibition and surrounding areas. The reinvestment pool includes both Center Glass and Garden Directed investments and Seattle Center Directed investments.				
Reinvestment Pool (Capital Contribution)				
Year	Minimum Reinvestment Pool	Center Glass and Garden Directed	Seattle Center Directed (Paid to City)	Seattle Center Directed %
2025	\$600,000	\$150,000	\$450,000	75%
2026	\$1,700,000	\$425,000	\$1,275,000	75%
2027	\$1,700,000	\$425,000	\$1,275,000	75%
2028	\$500,000	\$250,000	\$250,000	50%
2029	\$500,000	\$250,000	\$250,000	50%
2030	\$500,000	\$250,000	\$250,000	50%
2031	\$500,000	\$250,000	\$250,000	50%
2032	\$500,000	\$250,000	\$250,000	50%
2033	\$500,000	\$250,000	\$250,000	50%
2034	\$500,000	\$250,000	\$250,000	50%
2035	\$500,000	\$250,000	\$250,000	50%
2036	\$500,000	\$250,000	\$250,000	50%
2037	\$500,000	\$250,000	\$250,000	50%
2038	\$350,000	\$175,000	\$175,000	50%
2039	\$350,000	\$175,000	\$175,000	50%
2040	\$350,000	\$175,000	\$175,000	50%
2041	\$350,000	\$175,000	\$175,000	50%
2042	\$350,000	\$175,000	\$175,000	50%
2043	\$400,000	\$200,000	\$200,000	50%
2044	\$400,000	\$200,000	\$200,000	50%
2045	\$400,000	\$200,000	\$200,000	50%
2046	\$400,000	\$200,000	\$200,000	50%
2047	\$400,000	\$200,000	\$200,000	50%
2048	\$400,000	\$200,000	\$200,000	50%
2049	\$400,000	\$200,000	\$200,000	50%
2050	\$400,000	\$200,000	\$200,000	50%
2051	\$400,000	\$200,000	\$200,000	50%
2052	\$400,000	\$200,000	\$200,000	50%
2053	\$400,000	\$200,000	\$200,000	50%

Att 1 - Amendment to Seattle Center Glass and Gardens Exhibition Lease
 V1

2054	\$400,000	\$200,000	\$200,000	50%
2055	\$400,000	\$200,000	\$200,000	50%
2056	\$400,000	\$200,000	\$200,000	50%
2057	\$400,000	\$200,000	\$200,000	50%
2058	\$400,000	\$200,000	\$200,000	50%
2059	\$400,000	\$200,000	\$200,000	50%
2060	\$400,000	\$200,000	\$200,000	50%
2061	\$400,000	\$200,000	\$200,000	50%
2062	\$400,000	\$200,000	\$200,000	50%
2063	\$300,000	\$150,000	\$150,000	50%
2064	\$300,000	\$150,000	\$150,000	50%
2065	\$300,000	\$150,000	\$150,000	50%
2066	\$300,000	\$150,000	\$150,000	50%
2067	\$300,000	\$150,000	\$150,000	50%
2068	\$150,000	\$-	\$150,000	100%
2069	\$150,000	\$-	\$150,000	100%
2070	\$150,000	\$-	\$150,000	100%
2071	\$150,000	\$-	\$150,000	100%
2072	\$150,000	\$-	\$150,000	100%
Totals	\$21,000,000	\$9,125,000	\$11,875,000	

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Seattle Center	Marc Jones	Alan Lee

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to the Seattle Center Glass and Gardens Exhibition Lease; authorizing the Seattle Center Director to execute an amendment to the lease agreement between Center Art LLC and The City of Seattle to provide the tenant additional options to extend the lease term; and adjusting rent and other lease provisions.

Summary and Background of the Legislation: This legislation authorizes the Seattle Center Director to execute an amendment to the existing lease agreement between The City of Seattle and Center Art LLC for the Seattle Center Glass and Gardens Exhibition. Key amendments include providing the tenant additional options to extend the lease term, adjusting the base and additional rent structures, and requiring specific dollar amounts of capital reinvestments from the tenant. These changes are intended to ensure the financial sustainability and continued success of the Glass and Gardens Exhibition at Seattle Center, while providing additional revenue and infrastructure improvements for the City.

Changes with financial impacts:

- The current lease provides the tenant multiple five-year extension options through 2042 – the proposed amendment provides three additional ten-year extension options through 2072.
- The proposed amendment adds additional rent (paid as an annual percentage) starting in 2025. This revenue will help fund maintenance and upkeep of shared amenities and common public areas.
- The proposed amendment establishes a capital improvement fund for general campus maintenance and operations funded by Center Art – which includes a Seattle Center directed investment amount that is paid to Seattle Center quarterly starting in 2025.
- The proposed amendment requires fair market value adjustments at the beginning of each extended ten-year term – and requires the base rent for each extended ten-year term to be at fair market value taking into consideration rent paid by comparable museums, gardens, art, and cultural attractions in comparable civic centers or locations in comparable cities.
- The current lease caps aggregate CPI increases to 15 percent over a five-year period – the proposed lease caps aggregate CPI increases to 20 percent over a five-year period, starting at the first ten-year extension.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project?

The lease amendment includes funding for capital improvements but no projects have been created yet.

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City? Yes No

Yes, the following table outlines the near-term financial impact of the lease amendment. The fiscal note attachment (Summary Attachment A – Estimated Additional Rent) shows the fiscal impact of the fixed capital fund and estimates for the additional rent (paid as an annual percentage) starting in 2025. These estimates assume lease renewal options are exercised.

Expenditure Change (\$); General Fund	2024	2025 est.	2026 est.	2027 est.	2028 est.
	\$0	\$0	\$0	\$0	\$0
Expenditure Change (\$); Other Funds	2024	2025 est.	2026 est.	2027 est.	2028 est.
	\$0	\$680,000	\$1,510,000	\$1,514,000	\$494,000

Revenue Change (\$); General Fund	2024	2025 est.	2026 est.	2027 est.	2028 est.
	\$0	\$0	\$0	\$0	\$0
Revenue Change (\$); Other Funds	2024	2025 est.	2026 est.	2027 est.	2028 est.
	\$0	\$680,000	\$1,510,000	\$1,514,000	\$494,000

Number of Positions	2024	2025 est.	2026 est.	2027 est.	2028 est.
	0	0	0	0	0
Total FTE Change	2024	2025 est.	2026 est.	2027 est.	2028 est.
	0	0	0	0	0

3.a. Appropriations

This legislation adds, changes, or deletes appropriations.

Fund Name and Number	Dept	Budget Control Level Name/Number*	2024 Appropriation Change	2025 Estimated Appropriation Change	2026 Estimated Appropriation Change
Seattle Center Fund - 11410	Seattle Center	BO-SC-60000	\$0	\$230,000	\$235,000
<i>New Fund</i> – To be determined for Capital Improvement Funding	Seattle Center	TBD	\$0	\$450,000	\$1,275,000

TOTAL		\$680,000	\$1,510,000
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**See budget book to obtain the appropriate Budget Control Level for your department.*

3.b. Revenues/Reimbursements

This legislation adds, changes, or deletes revenues or reimbursements.

Anticipated Revenue/Reimbursement Resulting from This Legislation:

Fund Name and Number	Dept	Revenue Source	2024 Revenue	2025 Estimated Revenue	2026 Estimated Revenue
Seattle Center Fund - 11410	Seattle Center	Lease Revenue (additional rent)	\$0	\$230,000	\$235,000
Requires a New Fund	Seattle Center	Lease Revenue (capital improvement funding)	\$0	\$450,000	\$1,275,000
TOTAL				\$680,000	\$1,510,000

3.c. Positions

This legislation adds, changes, or deletes positions.

3.d. Other Impacts

Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts.

No.

If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.

Any additional costs associated with managing the amended lease will be accommodated by new revenue provided through the amended lease.

Please describe any financial costs or other impacts of *not* implementing the legislation.

Failure to implement this legislation could result in missed opportunities for increased revenue from rent and additional fees, and the loss of committed capital reinvestment by the tenant, potentially impacting the maintenance and enhancement of the Seattle Center Glass and Gardens Exhibition.

4. OTHER IMPLICATIONS

a. Please describe how this legislation may affect any departments besides the originating department.

No significant impacts are anticipated on other departments beyond routine interdepartmental coordination for lease administration.

b. Does this legislation affect a piece of property? If yes, please attach a map and explain any impacts on the property. Please attach any Environmental Impact Statements (EIS), Determinations of Non-Significance, or other reports generated for this property.

This legislation amends the existing lease but does not change the existing use of the property.

c. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.

i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response, please consider impacts within City government (employees, internal programs) as well as in the broader community.

This legislation is not anticipated to have direct impacts on vulnerable or historically disadvantaged communities. However, it supports the sustainability of a cultural attraction that is accessible to diverse audiences.

ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.

Not applicable.

iii. What is the Language Access Plan for any communications to the public?

Public communications will be available at seattlecenter.com in multiple languages as needed, ensuring accessibility for non-English speaking residents.

d. Climate Change Implications

i. Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.

This legislation is not expected to have a significant impact on carbon emissions.

- ii. **Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle’s resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

This legislation will enhance the resiliency of the Seattle Center Glass and Gardens Exhibition by ensuring ongoing investment in facility improvements, which may include energy efficiency upgrades.

- e. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program’s desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?**

N/A

5. CHECKLIST

- Is a public hearing required?
- Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?
- If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?
- Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?

6. ATTACHMENTS

Summary Attachments:

Summary Attachment A – Estimated Additional Rent

Summary Att A - Estimated Additional Rent
VI

Fixed Capital Reinvestment (From Exhibit A)				
Center Art LLC (Center Glass and Garden) commits to reinvest specified amounts into capital improvements annually, enhancing the exhibition and surrounding areas. The reinvestment pool includes both Center Glass and Garden Directed investments and Seattle Center Directed investments.				
Reinvestment Pool (Capital Contribution)				
Year	Minimum Reinvestment Pool	Center Glass and Garden Directed	Seattle Center Directed (Paid to City)	Seattle Center Directed %
2025	\$ 600,000	\$ 150,000	\$ 450,000	75%
2026	\$ 1,700,000	\$ 425,000	\$ 1,275,000	75%
2027	\$ 1,700,000	\$ 425,000	\$ 1,275,000	75%
2028	\$ 500,000	\$ 250,000	\$ 250,000	50%
2029	\$ 500,000	\$ 250,000	\$ 250,000	50%
2030	\$ 500,000	\$ 250,000	\$ 250,000	50%
2031	\$ 500,000	\$ 250,000	\$ 250,000	50%
2032	\$ 500,000	\$ 250,000	\$ 250,000	50%
2033	\$ 500,000	\$ 250,000	\$ 250,000	50%
2034	\$ 500,000	\$ 250,000	\$ 250,000	50%
2035	\$ 500,000	\$ 250,000	\$ 250,000	50%
2036	\$ 500,000	\$ 250,000	\$ 250,000	50%
2037	\$ 500,000	\$ 250,000	\$ 250,000	50%
2038	\$ 350,000	\$ 175,000	\$ 175,000	50%
2039	\$ 350,000	\$ 175,000	\$ 175,000	50%
2040	\$ 350,000	\$ 175,000	\$ 175,000	50%
2041	\$ 350,000	\$ 175,000	\$ 175,000	50%
2042	\$ 350,000	\$ 175,000	\$ 175,000	50%
2043	\$ 400,000	\$ 200,000	\$ 200,000	50%
2044	\$ 400,000	\$ 200,000	\$ 200,000	50%
2045	\$ 400,000	\$ 200,000	\$ 200,000	50%
2046	\$ 400,000	\$ 200,000	\$ 200,000	50%
2047	\$ 400,000	\$ 200,000	\$ 200,000	50%
2048	\$ 400,000	\$ 200,000	\$ 200,000	50%
2049	\$ 400,000	\$ 200,000	\$ 200,000	50%
2050	\$ 400,000	\$ 200,000	\$ 200,000	50%
2051	\$ 400,000	\$ 200,000	\$ 200,000	50%
2052	\$ 400,000	\$ 200,000	\$ 200,000	50%
2053	\$ 400,000	\$ 200,000	\$ 200,000	50%
2054	\$ 400,000	\$ 200,000	\$ 200,000	50%
2055	\$ 400,000	\$ 200,000	\$ 200,000	50%
2056	\$ 400,000	\$ 200,000	\$ 200,000	50%
2057	\$ 400,000	\$ 200,000	\$ 200,000	50%
2058	\$ 400,000	\$ 200,000	\$ 200,000	50%
2059	\$ 400,000	\$ 200,000	\$ 200,000	50%
2060	\$ 400,000	\$ 200,000	\$ 200,000	50%
2061	\$ 400,000	\$ 200,000	\$ 200,000	50%
2062	\$ 400,000	\$ 200,000	\$ 200,000	50%
2063	\$ 300,000	\$ 150,000	\$ 150,000	50%
2064	\$ 300,000	\$ 150,000	\$ 150,000	50%
2065	\$ 300,000	\$ 150,000	\$ 150,000	50%
2066	\$ 300,000	\$ 150,000	\$ 150,000	50%
2067	\$ 300,000	\$ 150,000	\$ 150,000	50%
2068	\$ 150,000	\$ -	\$ 150,000	100%
2069	\$ 150,000	\$ -	\$ 150,000	100%
2070	\$ 150,000	\$ -	\$ 150,000	100%
2071	\$ 150,000	\$ -	\$ 150,000	100%
2072	\$ 150,000	\$ -	\$ 150,000	100%
Totals	\$ 21,000,000	\$ 9,125,000	\$ 11,875,000	

Estimated Additional Rent	
Additional rent from Center Arts is being introduced, payable annually to the City. This additional rent enhances revenue streams for the Seattle Center, contributing to its financial and operational health.	
Additional Rent Paid to City	
Year	Amount
2025	\$ 230,000
2026	\$ 234,600
2027	\$ 239,292
2028	\$ 244,078
2029	\$ 248,959
2030	\$ 253,939
2031	\$ 259,017
2032	\$ 264,198
2033	\$ 269,482
2034	\$ 274,871
2035	\$ 280,369
2036	\$ 285,976
2037	\$ 291,696
2038	\$ 297,530
2039	\$ 303,480
2040	\$ 309,550
2041	\$ 315,741
2042	\$ 322,056
2043	\$ 328,497
2044	\$ 335,067
2045	\$ 341,768
2046	\$ 348,603
2047	\$ 355,575
2048	\$ 362,687
2049	\$ 369,941
2050	\$ 377,339
2051	\$ 384,886
2052	\$ 392,584
2053	\$ 400,436
2054	\$ 408,444
2055	\$ 416,613
2056	\$ 424,945
2057	\$ 433,444
2058	\$ 442,113
2059	\$ 450,955
2060	\$ 459,975
2061	\$ 469,174
2062	\$ 478,558
2063	\$ 488,129
2064	\$ 497,891
2065	\$ 507,849
2066	\$ 518,006
2067	\$ 528,366
2068	\$ 538,934
2069	\$ 549,712
2070	\$ 560,706
2071	\$ 571,921
2072	\$ 583,359
Totals	\$ 18,251,309

Annual Totals	
Total Paid to Seattle Center	
Year	Amount
2025	\$ 680,000
2026	\$ 1,509,600
2027	\$ 1,514,292
2028	\$ 494,078
2029	\$ 498,959
2030	\$ 503,939
2031	\$ 509,017
2032	\$ 514,198
2033	\$ 519,482
2034	\$ 524,871
2035	\$ 530,369
2036	\$ 535,976
2037	\$ 541,696
2038	\$ 472,530
2039	\$ 478,480
2040	\$ 484,550
2041	\$ 490,741
2042	\$ 497,056
2043	\$ 528,497
2044	\$ 535,067
2045	\$ 541,768
2046	\$ 548,603
2047	\$ 555,575
2048	\$ 562,687
2049	\$ 569,941
2050	\$ 577,339
2051	\$ 584,886
2052	\$ 592,584
2053	\$ 600,436
2054	\$ 608,444
2055	\$ 616,613
2056	\$ 624,945
2057	\$ 633,444
2058	\$ 642,113
2059	\$ 650,955
2060	\$ 659,975
2061	\$ 669,174
2062	\$ 678,558
2063	\$ 688,129
2064	\$ 697,891
2065	\$ 707,849
2066	\$ 718,006
2067	\$ 728,366
2068	\$ 738,934
2069	\$ 749,712
2070	\$ 760,706
2071	\$ 771,921
2072	\$ 783,359
Totals	\$ 30,126,309



Legislation Text

File #: CB 120921, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to King County Conservation Futures Levy proceeds; authorizing the Mayor or designee to enter into Amendment 5 to the Conservation Futures Interlocal Cooperation Agreement between King County and The City of Seattle for Open Space Acquisition Projects; and authorizing the deposit of 2025 allocations from King County Conservation Futures Levy proceeds into The City of Seattle’s Park and Recreation Fund; and ratifying and confirming certain prior acts.

WHEREAS, King County Conservation Futures Levy (CFL) funds are collected throughout King County as a dedicated portion of property taxes for the acquisition of open space and natural resource lands; and

WHEREAS, in 1990, City Ordinance 114978 authorized the CFL Interlocal Cooperation Agreement (“CFL Interlocal”) with King County to govern the receipt and use of CFL proceeds, and to define the special projects (“Projects”) approved by King County for acquisition using CFL proceeds; and

WHEREAS, each year the City and King County amended the CFL Interlocal to add Projects and to provide for additional allocations of CFL proceeds; and

WHEREAS, on November 13, 2018, the King County Council passed Ordinance 18827, which authorized the King County Executive to execute a new CFL Interlocal and authorized language changes thereto; and

WHEREAS, on November 22, 2021, the City Council passed Ordinance 126477, which authorized the new Conservation Futures Interlocal Agreement (“Interlocal”), to which was attached the Amendment to the Conservation Futures Interlocal Cooperation Agreement Between King County and the City of Seattle for Open Space Acquisition Projects (“Amendment”); and

WHEREAS, the City Council previously passed ordinances authorizing Amendments 1 through 4 to the Interlocal, most recently through Ordinance 127087 on September 17, 2024; and

WHEREAS, the King County Council is concurrently considering legislation to appropriate a total of \$8,750,000 in 2025 CFL proceeds to the Westwood-Highland Park Residential Urban Village and the North Beacon Hill Residential Urban Village/Mt. Baker Hub Urban Village acquisition projects sponsored by Seattle Parks and Recreation; and

WHEREAS, the King County Council is concurrently considering the direct purchase of the North Beacon Hill Residential Urban Village/Mt. Baker Hub Urban Village acquisition through direct escrow of \$5,500,000 of the Conservation Futures Levy proceeds; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Mayor or designee is authorized to execute Amendment 5 to the Conservation Futures Interlocal Cooperation Agreement (“Interlocal”) between King County and The City of Seattle for Conservation Futures-Funded Open Space Acquisition Projects (“Amendment 5”), after King County’s ordinance approval of the 2025 allocations of King County Conservation Future Levy (CFL) proceeds, substantially in the form of Exhibit A to this ordinance, to provide for the City’s receipt and use of up to \$3,250,000 from the 2025 allocations of CFL proceeds. Amendment 5 will be added to the list of approved projects in the Interlocal, to include the Westwood-Highland Park Residential Urban Village and the North Beacon Hill Residential Urban Village/Mt. Baker Hub Urban Village acquisition projects.

Section 2. Funds received pursuant to the execution of Amendment 5 shall be deposited as follows:

Fund	Department	Budget Control Level	Amount
Park And Recreation Fund (10200)	Seattle Parks and Recreation	Building For The Future (10200-BC-PR-20000)	\$3,250,000

Section 3. Any act consistent with the authority of this ordinance taken prior to its effective date is ratified and confirmed.

Section 4. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the _____ day of _____, 2024, and signed by me in open session in authentication of its passage this _____ day of _____, 2024.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2024.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2024.

Scheereen Dedman, City Clerk

(Seal)

Attachments:

Exhibit A - Amendment to the Conservation Futures Interlocal Cooperation Agreement between King County and The City of Seattle for Open Space Acquisition Projects

**AMENDMENT TO THE CONSERVATION FUTURES
INTERLOCAL COOPERATION AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF SEATTLE
FOR OPEN SPACE ACQUISITION PROJECTS**

The King County Council, through Ordinance 9128, has established a Conservation Futures Levy Fund and appropriated proceeds to King County and certain cities. This amendment is entered into to provide for the allocation of additional proceeds made available for open space acquisition.

THIS AMENDMENT is entered into between the CITY OF SEATTLE and KING COUNTY, and amends and attaches to and is part thereof of the existing Interlocal Cooperation Agreement entered into between the parties on the 17th day of October, 2022, as previously amended.

The parties agree to the following amendment:

The Interlocal Cooperation Agreement is hereby amended by adding Exhibit 1, attached hereto.

In all other respects, the terms, conditions, duties and obligations of both parties shall remain the same as agreed to in the Interlocal Cooperation Agreement as previously amended.

Once fully executed, this Amendment shall be incorporated into the existing Interlocal Cooperation Agreement as if fully set forth, and shall become Amendment 5.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below:

KING COUNTY

CITY OF SEATTLE

Dow Constantine
King County Executive

[NAME]
Mayor

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Leesa Manion
King County Prosecuting Attorney

EXHIBIT 1

**2025 CONSERVATION FUTURES LEVY PROCEEDS
CITY OF SEATTLE ALLOCATION**

Jurisdiction	Project Name	Allocation
Seattle	North Beacon Hill/Mt. Baker Urban Villages - 17th Ave S & S Walker St Acquisition (annual funding, project #1147980)	\$25,000
Seattle	North Beacon Hill/Mt. Baker Urban Villages - 17th Ave S & S Walker St Acquisition (bond funding, project #1146210/award#1148052)	\$5,475,000
Seattle	Westwood - Highland Park RUV Gap Acquisition (annual funding, project #1147981)	\$25,000
Seattle	Westwood - Highland Park RUV Gap Acquisition (bond funding, project #1146210/award#1148053)	\$3,225,000
TOTAL		\$8,750,000

Project Description:

Project #1147980: Seattle – North Beacon Hill/Mt. Baker Urban Village-17th Ave S & S Walker St Acquisition (annual funding), \$25,000

The City of Seattle seeks to fill park service gaps in urban villages, focusing on south Seattle in the Beacon Hill/North Rainier Valley area. This project targets the fee acquisition of 10 adjoining parcels totaling 1.4 acres between the North Beacon Hill and Mt. Baker Hub urban villages. If acquired, the city would demolish the structure on site and largely preserve and restore the forest. This project would create an open space connection between two urban villages. This project was determined to merit a match waiver. This acquisition project is receiving annual and bond funding awards; this represents the annual funding. Project funding was authorized in King County Ordinance [XXXXX – to be completed after King County council budget adoption late 2024].

Is this a Bond-financed Project? No

Project #1146210/Award#1148052: Seattle – North Beacon Hill/Mt. Baker Urban Village-17th Ave S & S Walker St Acquisition (bond funding), \$5,475,000

This award goes to the same acquisition project as above, representing the bond funding award into the project. This project was determined to merit a match waiver. Project funding was authorized in King County Ordinance [XXXXX – to be completed after King County council budget adoption late 2024].

Is this a Bond-financed Project? Yes

Project #1147981: Westwood-Highland Park RUV Gap Acquisition (annual funding), \$25,000

The City of Seattle seeks to fill park service gaps in urban villages in this proposal focusing on southwest Seattle. This year’s target is the fee acquisition of three parcels totaling 0.32 acres in the Westwood-Highland Park Residential Urban Village near the border with White Center. This secures open space in one of the largest park service gaps in West Seattle. This project, coupled with the future addition of Seattle Department of Transportation (SDOT)’s Delridge Triangle and partial closure of 18th Ave SW, will provide a buffer to traffic and the adjacent neighborhood. This project was determined to merit a match waiver. This acquisition project is receiving annual and bond funding awards; this represents the annual funding. Project funding was authorized in King County Ordinance [XXXXXX – to be completed after King County council budget adoption late 2024].

Is this a Bond-financed Project? No

Project #1146210/Award#1148053: Westwood-Highland Park RUV Gap Acquisition (bond funding), \$3,225,000

This award goes to the same acquisition project as above, representing the bond funding award into the project. This project was determined to merit a match waiver. Project funding was authorized in King County Ordinance [XXXXXX – to be completed after King County council budget adoption late 2024].

Is this a Bond-financed Project? Yes

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Parks and Recreation	Lise Ward	Alex Rouse

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to King County Conservation Futures Levy proceeds; authorizing the Mayor or designee to enter into Amendment 5 to the Conservation Futures Interlocal Cooperation Agreement between King County and The City of Seattle for Open Space Acquisition Projects; and authorizing the deposit of 2025 allocations from King County Conservation Futures Levy proceeds into The City of Seattle’s Park and Recreation Fund; and ratifying and confirming certain prior acts.

Summary and Background of the Legislation: This legislation authorizes Amendment 5 to the existing Interlocal Cooperation Agreement between The City of Seattle and King County for the Acquisition of Open Space Projects (“Interlocal”). It authorizes acceptance of up to a total of \$3,250,000 of King County Conservation Futures Levy 2025 allocations for the Westwood-Highland Park Residential Urban Village (RUV) acquisition. It is anticipated that King County will directly fund escrow of the N. Beacon Hill RUV/Mt. Baker Hub Urban Village (HUV) project estimated at \$5,550,000. Therefore, SPR will not receive the proceeds for that acquisition.

Jurisdiction	Project Name (Project Number)	Allocation
2025 Allocation (Amendment 5)		
Seattle (SPR)	Westwood-Highland Park RUV (Project #1147981)	\$25,000
Seattle (SPR)	Westwood-Highland Park RUV (Project #1146210/#1148053)	\$3,225,000
Seattle (SPR)	N. Beacon Hill RUV/Mt. Baker HUV (Project #1147980)	\$25,000
Seattle (SPR)	N. Beacon Hill RUV/Mt. Baker HUV (#1146210/#1148092)	\$5,475,000
TOTAL		\$8,750,000

The Conservation Futures Levy is a county-wide property tax collected by King County for the acquisition of open space, agricultural or timber lands.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? Yes No

Funding for these projects flows through CIP project Park Land Acquisition and Leverage Fund MC-PR-21001.

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City? Yes No

3.b. Revenues/Reimbursements

This legislation adds, changes, or deletes revenues or reimbursements.

Fund	Department	Budget Control Level	Amount
Park And Recreation Fund (10200)	Seattle Parks and Recreation	Building For The Future (BC-PR-20000)	\$3,250,000

Revenue/Reimbursement Notes: No appropriation is necessary as revenue backs existing and prior appropriation.

3.d. Other Impacts

Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts. Not applicable.

If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources. Not applicable.

Please describe any financial costs or other impacts of *not* implementing the legislation.

This funding is integral to SPR’s land acquisition program, and without it, some acquisition projects will have to be abandoned, severely impacting the City’s ability to preserve natural areas and provide neighborhood park sites to those urban areas experiencing population growth together with park service gaps.

4. OTHER IMPLICATIONS

a. Please describe how this legislation may affect any departments besides the originating department. Not applicable.

- b. Does this legislation affect a piece of property? If yes, please attach a map and explain any impacts on the property. Please attach any Environmental Impact Statements, Determinations of Non-Significance, or other reports generated for this property. No.**
- c. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.**
- i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**

Conservation Futures funding is used to match City funding for the acquisition of parks and open space. One of the priorities for the use of these funds is the acquisition of property in areas of the city lacking parks and open space, which tend to be high-density, low-income areas experiencing equity and health issues as identified in the Park and Open Space Plan.

- ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**

There were no Racial Equity toolkits used for the development of this legislation. Please see SPR's Gap Analysis Update Vol. 2 is attached as Summary Attachment 2, which analyzes the geographic service gaps for park space within communities, including a map by Racial and Social Equity Composite Index.

- iii. What is the Language Access Plan for any communications to the public?**

In the near term, this property will be landbanked. Once development is funded, SPR would implement language access strategies as part of community engagement.

d. Climate Change Implications

- i. Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.**

The expenditure of these monies on green space and neighborhood park land acquisitions will maintain carbon neutrality/decrease carbon emissions at these locations, as they will not ultimately be developed or redeveloped.

- ii. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

The action of the City accepting the King County Conservation Futures monies will increase Seattle's resiliency to climate change as the tree canopies on the purchased lands can be maintained/restored/augmented.

- e. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?**

Not applicable.

5. CHECKLIST

- Is a public hearing required?** No
- Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?** No
- If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?**
- Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?** No

6. ATTACHMENTS

Summary Attachments:

Summary Attachment 1 – Maps of CFT Projects

Summary Attachment 2 - Gap Analysis Update Vol. 2

ATTACHMENT 1: MAPS OF CFT PROJECTS – AMENDMENT 5

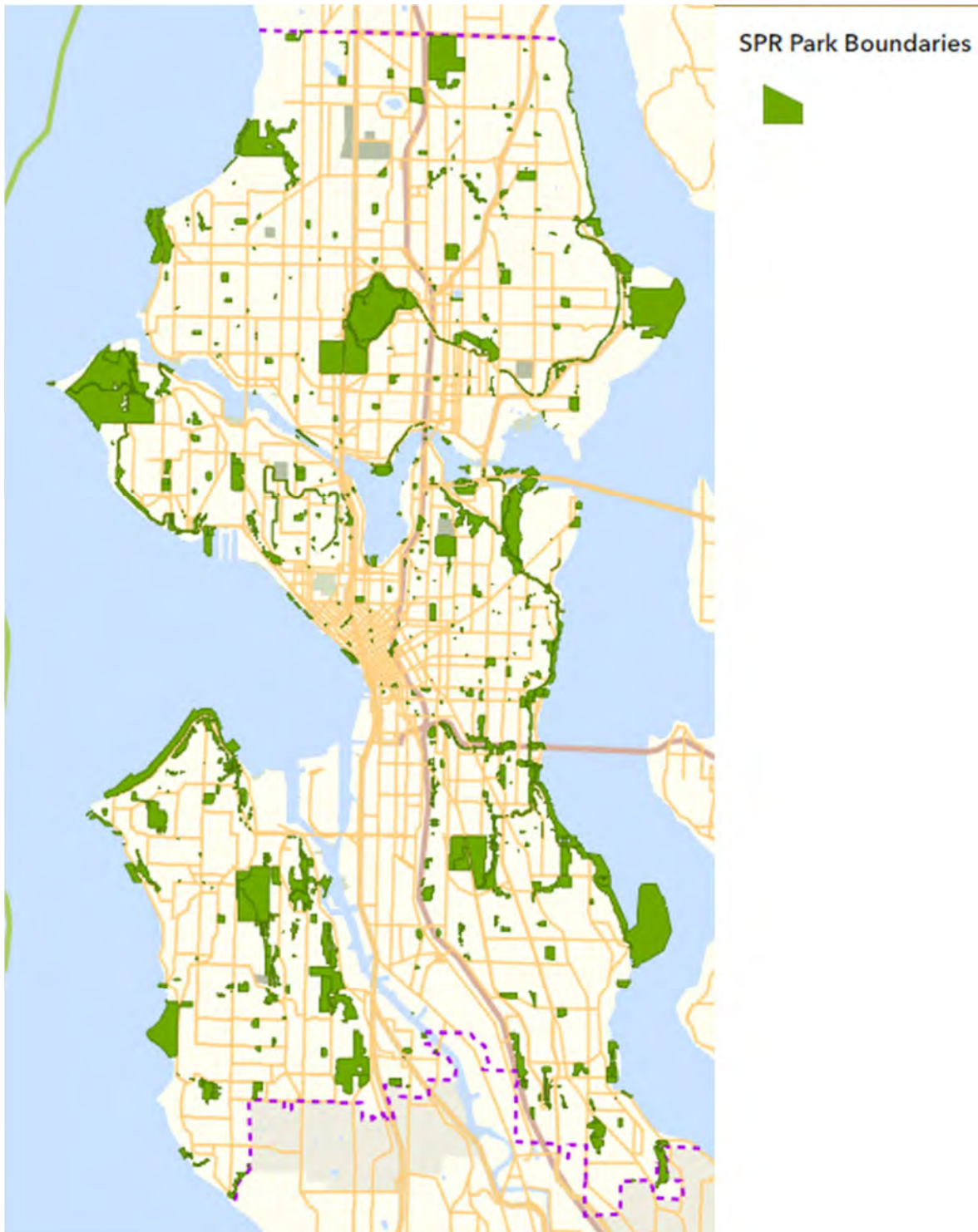
Seattle (Parks) CFT Annual Project #1147981	Westwood-Highland Park RUV Acquisition	\$ 25,000
Seattle (Parks) CFT 2025 Bond Project #1146210/#1148053	Westwood-Highland Park RUV Acquisition	\$3,225,000
	Total	\$3,250,000



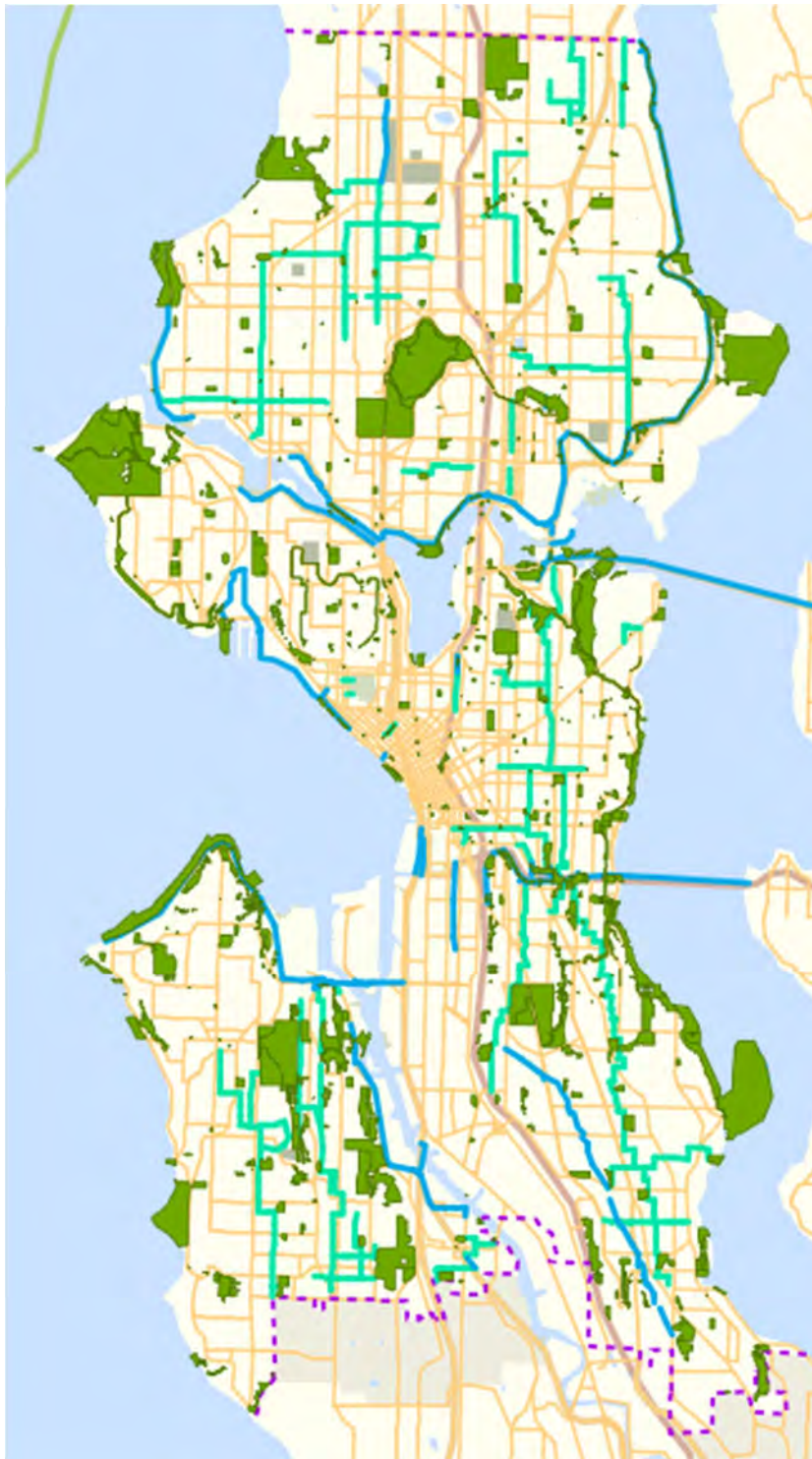
Seattle (Parks) CFT Annual Project #1147980	North Beacon Hill/Mt. Baker Urban Villages – 17 th Ave S & S Walker St Acquisition	\$ 25,000
Seattle (Parks) CFT 2025 Bond Project #1146210/#1148092	North Beacon Hill/Mt. Baker Urban Villages – 17 th Ave S & S Walker St Acquisition	\$5,475,000
	Total	\$5,500,000



Gap Analysis



SEATTLE PARKS



SPR Park Boundaries



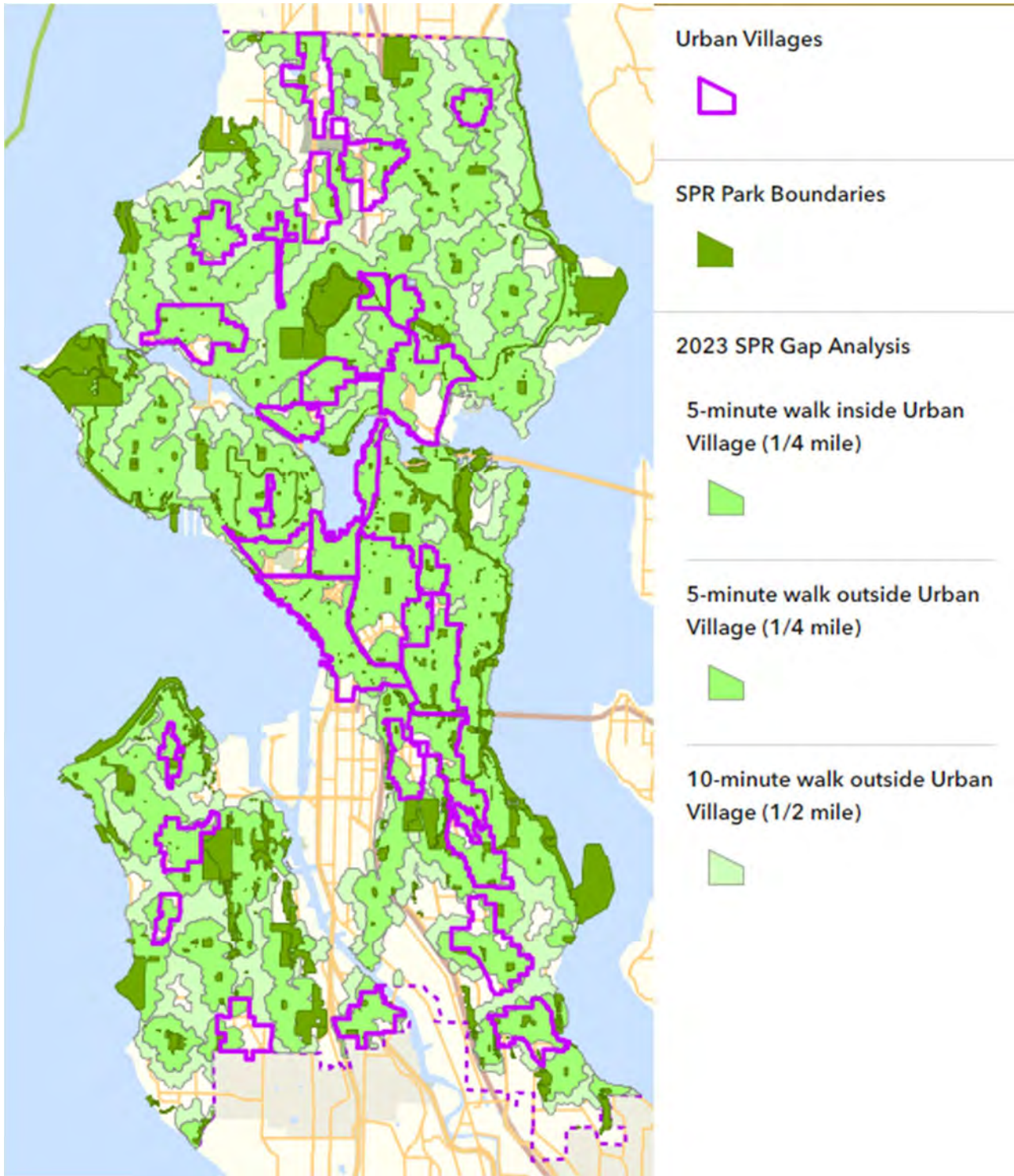
Bicycle Trails



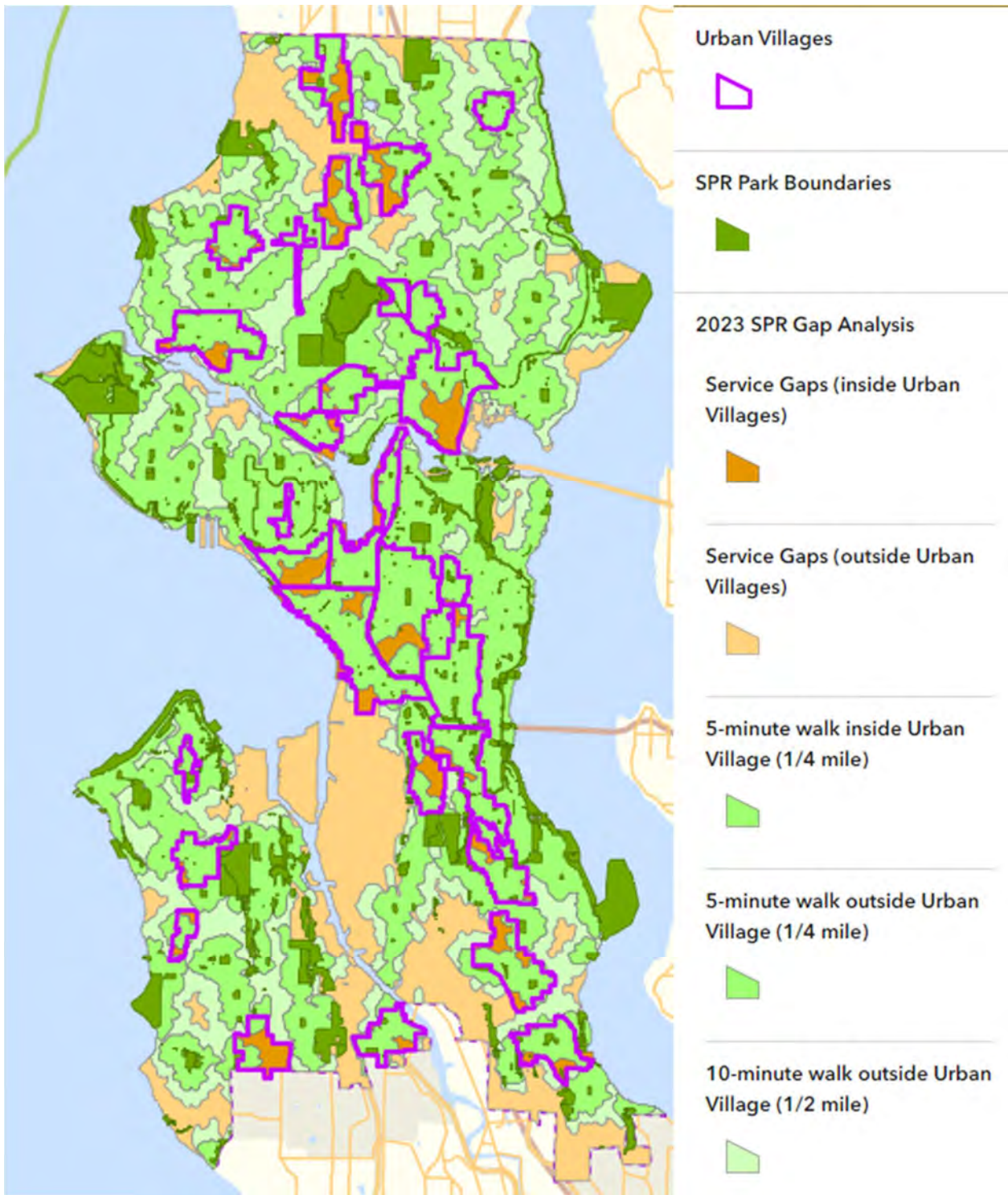
Greenways



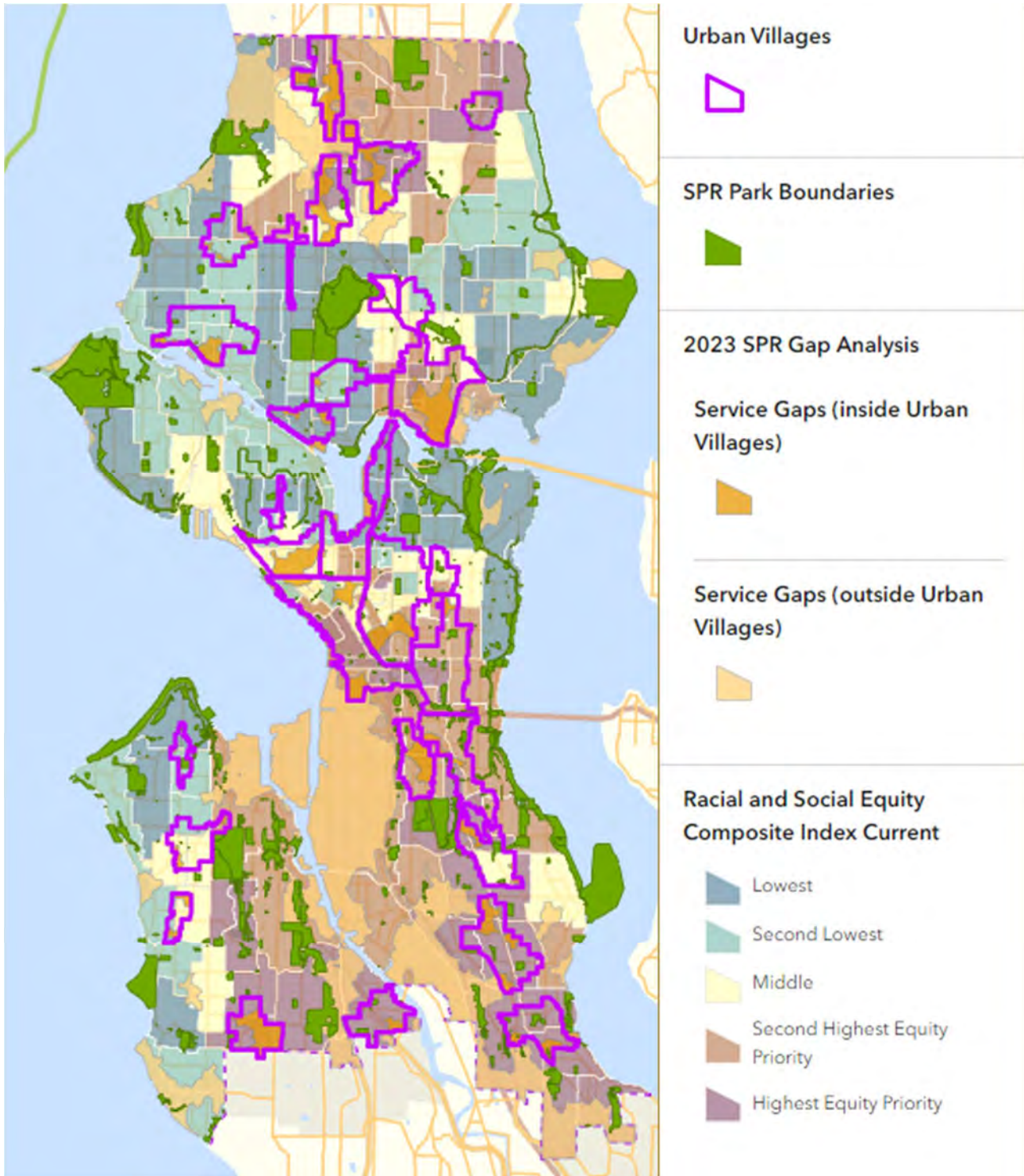
ACCESS



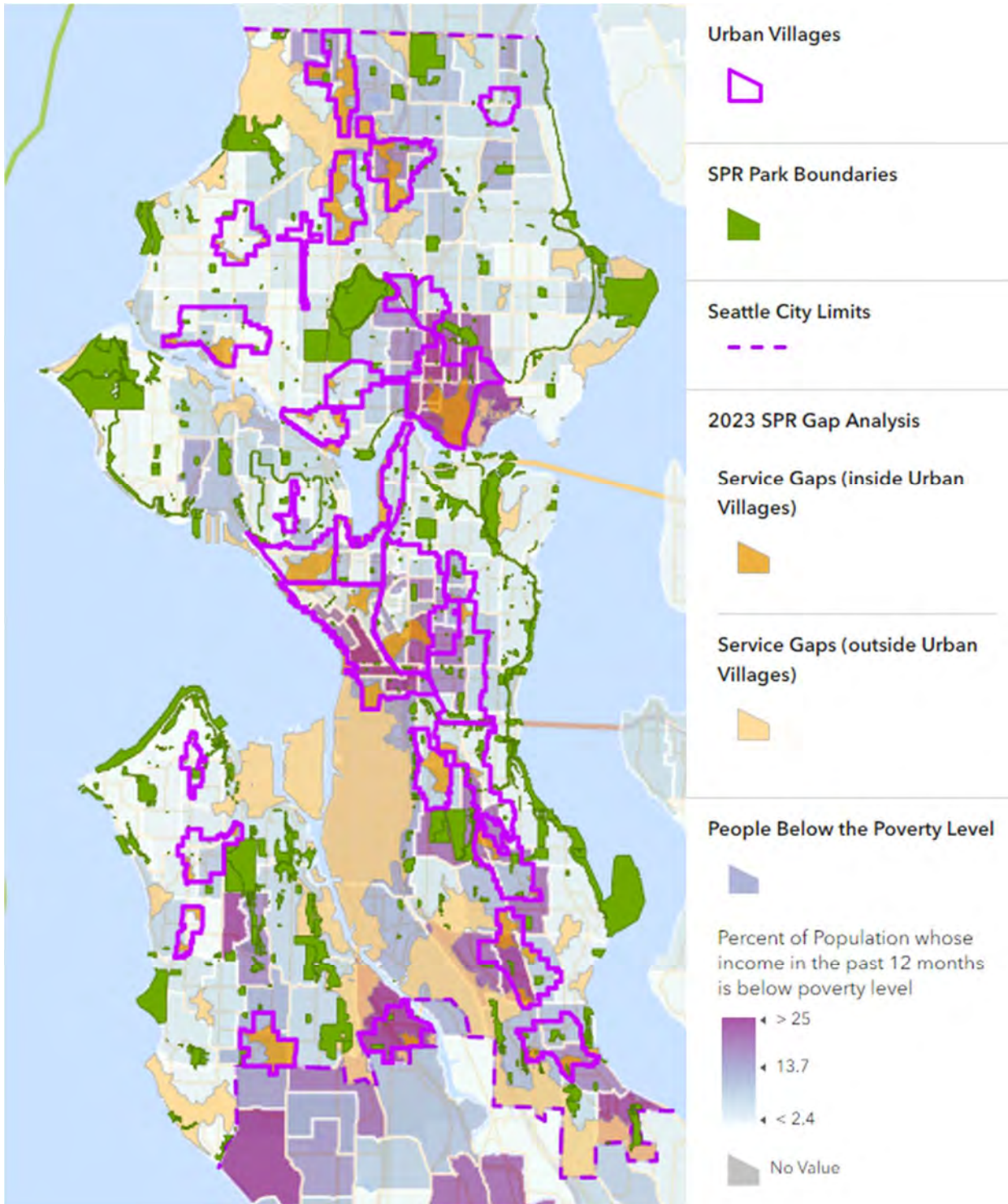
WALKABILITY



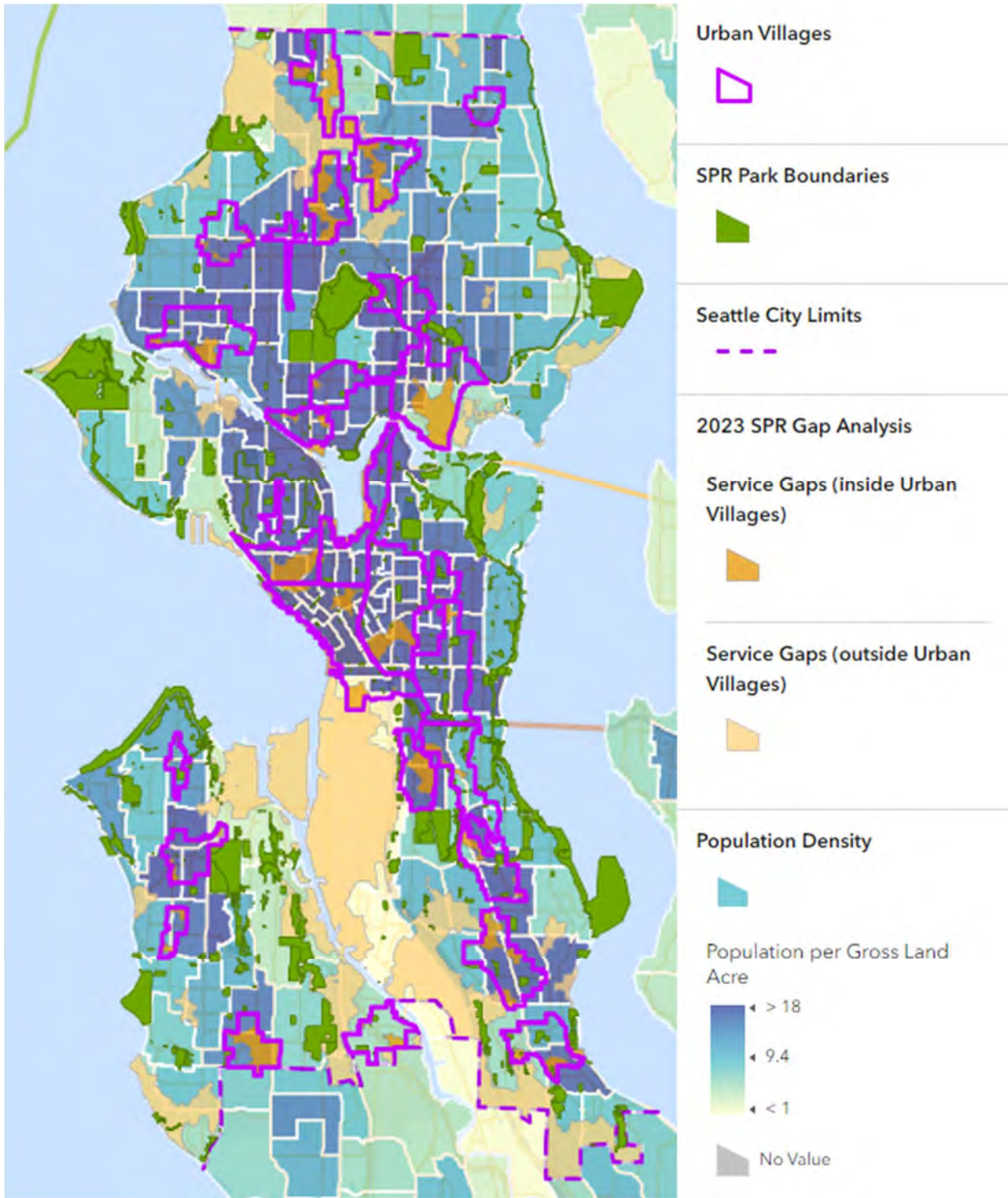
GAPS IN WALKABILITY



EQUITY & HEALTH



INCOME & POVERTY



POPULATION DENSITY 2020



Legislation Text

File #: CB 120922, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the acquisition of real property commonly known as the 17th Ave South & South Walker Street, Seattle, Washington; authorizing acceptance of a recording of the deed for open space, park, and recreation purposes; and ratifying and confirming certain prior acts.

WHEREAS, Seattle Parks and Recreation’s (“SPR”) 2024 Park and Open Space Plan used race, equity and health, poverty and income, and population density mapping, among other criteria, to help identify priority areas for the Long-Term Acquisition Strategy; and

WHEREAS, the 2024 Park and Open Space Plan identified both the North Beacon Hill Residential Urban Village (RUV) and the North Rainier Hub Urban Village (HUV), sometimes referred to as the Mt. Baker HUV, as having a park walking distance service gap, defined as a lack of parks within a five-minute walking distance, coupled with high levels of poverty, obesity, diabetes, and lack of physical activity, based on socioeconomic data correlated with health data; and

WHEREAS, in 2022 a group of residents in the North Beacon Hill area contacted the Mayor and requested this property be acquired to preserve the last block of natural tree canopy in the immediate neighborhood and to serve as a neighborhood park; and

WHEREAS, at approximately 60,000 square feet - plus a 4,000-square-foot alley for which SPR will request transfer from the Seattle Department of Transportation - the entire proposed future park site exceeds the 10,000-square-foot minimum size to meet walking distance criteria intended to fill the service gap and support programming to address the existing equity and health disparities; NOW THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Superintendent of Parks and Recreation (“Superintendent”), or the Superintendent’s designee, is authorized, on behalf of The City of Seattle, to acquire the following described real property, situated in the City of Seattle, County of King, State of Washington, and commonly known as the property at 17th Avenue South & South Walker Street, Seattle, Washington (“Property”), together with all rights, privileges, and other property pertaining thereto, for open space, park, and recreation purposes:

LOTS 1 THROUGH 10, INCLUSIVE, BLOCK 25, CENTRAL SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 57, RECORDS OF KING COUNTY, WASHINGTON.

Section 2. The Superintendent, or the Superintendent’s designee, is authorized to execute and perform on behalf of The City of Seattle a Real Estate Purchase and Sale Agreement (“Agreement”) with the seller, by which the City will acquire the Property in exchange for a purchase price not to exceed \$5,500,000 as supported by an appraisal, negotiation, and other promises set forth in the Agreement; and to accept a deed for the Property consistent with the terms of the Agreement by executing a Deed Acceptance Certificate, Attachment 1 to this ordinance, and all documents necessary to complete the transaction and related costs outlined in the purchase and sale agreement.

Section 3. The Property shall be placed under the jurisdiction of Seattle Parks and Recreation.

Section 4. Any act consistent with the authority of this ordinance taken prior to its effective date is ratified and confirmed.

Section 5. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the _____ day of _____, 2024 and signed by me in open session in authentication of its passage this _____ day of _____, 2024.

President _____ of the City Council

Approved / returned unsigned / vetoed this ____ day of _____, 2024.

Bruce A. Harrell, Mayor

Filed by me this ____ day of _____, 2024.

Scheereen Dedman, City Clerk

(Seal)

Attachments:
Attachment 1 - Deed Acceptance Certificate

ACCEPTANCE

On behalf of the City of Seattle, a municipal corporation of the State of Washington, I, Anthony-Paul Diaz, Superintendent of Seattle Parks and Recreation, accept the interest in real property conveyed herein by this deed for park, open space, and recreation purposes, legally described in the Statutory Warranty Deed, from _____, to the City of Seattle, pursuant to the authority conferred by Ordinance _____.

Dated: _____

THE CITY OF SEATTLE

Anthony-Paul Diaz, Superintendent
Seattle Parks and Recreation

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Parks and Recreation	Jeffrey Bishop	Alex Rouse

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the acquisition of real property commonly known as the 17th Ave South & South Walker Street, Seattle, Washington; authorizing acceptance of a recording of the deed for open space, park, and recreation purposes; and ratifying and confirming certain prior acts.

Summary and Background of the Legislation: Located at the approximate junction of two urban villages, North Beacon Hill Residential Urban Village (RUV) and North Rainier Hub Urban Village (HUV) (sometimes referred to as Mt. Baker HUV) the proposed acquisition would fill existing park service gaps, defined in the 2024 Park and Open Space Plan as an urban village not having a park within a five-minute walking distance. See below: dark orange represents urban village park gaps, and the blue star marks the location of the acquisition property.



The community has been active in advocating for more parks, and the Beacon Hill Council Seattle, El Centro Del La Raza, and the Mt. Baker Hub Alliance all support the acquisition and have sent letters to the King County Conservation Futures Advisory Committee advocating for a grant award. It is anticipated that King County will directly fund escrow with \$5,500,000 of 2025 King County Conservation Futures funds. Therefore, this legislation does not include any related appropriation changes.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project?

Yes No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City?

Yes No

This acquisition is supported by Conservation Futures Tax proceeds managed by King County. SPR applied for and was granted full funding for this acquisition recognizing it is in an equity area. Utilizing this funding source results in certain restrictions to the types of development and uses on this property as the funding source supports open space acquisitions.

Revenue/Reimbursement Notes:

It is anticipated that King County will directly fund escrow with \$5,500,000 of 2025 King County Conservation Futures funds and therefore City appropriation for reimbursable revenue is not required.

3.d. Other Impacts

Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts.

This legislation provides for the acquisition of property and future costs may be incurred when the site is developed. Related ongoing maintenance costs would also be incurred after the site is developed. Funding for future site development and subsequent maintenance may be considered in a future budget process.

Please describe any financial costs or other impacts of *not* implementing the legislation.

It is anticipated that King County will directly fund escrow with \$5,500,000 of 2025 King County Conservation Futures funds. If this legislation is not implemented, SPR would lose an opportunity to acquire future park land in a currently underserved area of the city, as the property owners have applied for permits for multi-family development. Also, the King County Conservation Futures Advisory Committee recommended this property acquisition for a match waiver, which means King County Conservation Futures will be paying for the entire purchase price.

4. OTHER IMPLICATIONS

- a. Please describe how this legislation may affect any departments besides the originating department. Not applicable.
- b. Does this legislation affect a piece of property? Yes, it is a real property acquisition.
- c. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.
 - i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please

consider impacts within City government (employees, internal programs) as well as in the broader community.

According to the 2024 Park and Open Space Plan, this acquisition will fill 5-minute walking distance gaps within two urban villages, promote health in the second highest Equity and Health priority area, and provide park/open space to an area of the City experiencing the highest increases in population density. Additionally, King County Conservation Futures Advisory Committee recommended a match waiver in its grant recommendation, as the City’s application presented how it met King County’s income and hospitalization criteria for a match waiver. Acquisition of the property will benefit an underserved community in a meaningful way through the future development of a new park.

ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.

There were no Racial Equity toolkits used for the development of this legislation. Please see SPR’s Gap Analysis Update Vol. 2 is attached as Summary Attachment 2, which analyzes the geographic service gaps for park space within communities, including a map by Racial and Social Equity Composite Index.

iii. What is the Language Access Plan for any communications to the public?

In the near term, this property will be landbanked. Once development is funded, SPR would implement language access strategies as part of community engagement.

d. Climate Change Implications

i. Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.

The legislation authorizing the acquisition of this vacant parcel for open space, park and recreation use will not increase carbon emissions in any material way.

ii. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle’s resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.

The act of acquiring this real property will neither increase or decrease Seattle’s resiliency to climate change in a material way. The acquisition of this property for future development of a park within the growing numbers of multifamily developments in this residential urban village could help reduce heat island effects as the City deals with hotter and drier summers. The addition of park land will include preserving the existing trees (and likely adding new trees, shrubs, and turf that will improve climate resiliency (stormwater runoff, heat island mitigation, etc.) and decrease carbon emissions through the addition of plants.

- e. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program’s desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?**

Not applicable.

5. CHECKLIST

- Is a public hearing required?** No
- Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?** No
- If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?** No
- Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?** No

6. ATTACHMENTS

Summary Attachments:

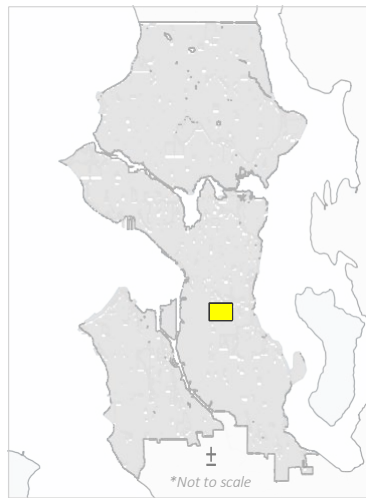
Summary Attachment 1 – Map of Proposed Acquisition at 17th Ave S and S Walker Street

Summary Attachment 2 - Gap Analysis Update Vol. 2

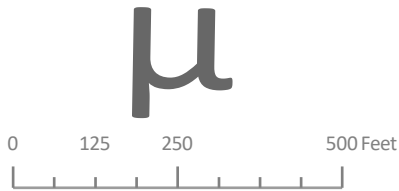


Seattle
Parks & Recreation
North Rainier and North
Beacon Hill UV Block
Acquisition

2123 18th Ave S, Seattle 98144



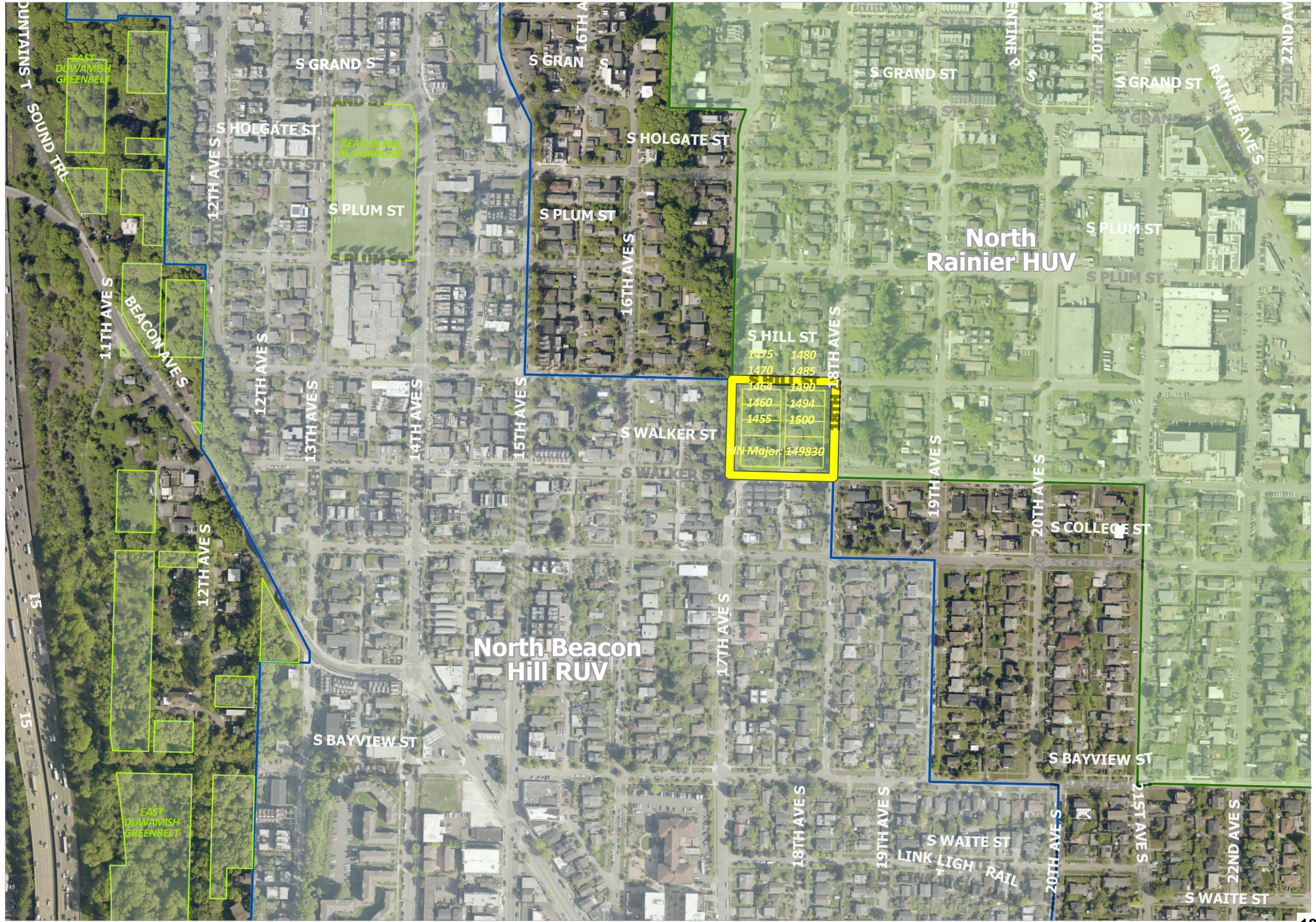
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- N. Rainier HUV
- N. Beacon Hill RUV
- Park



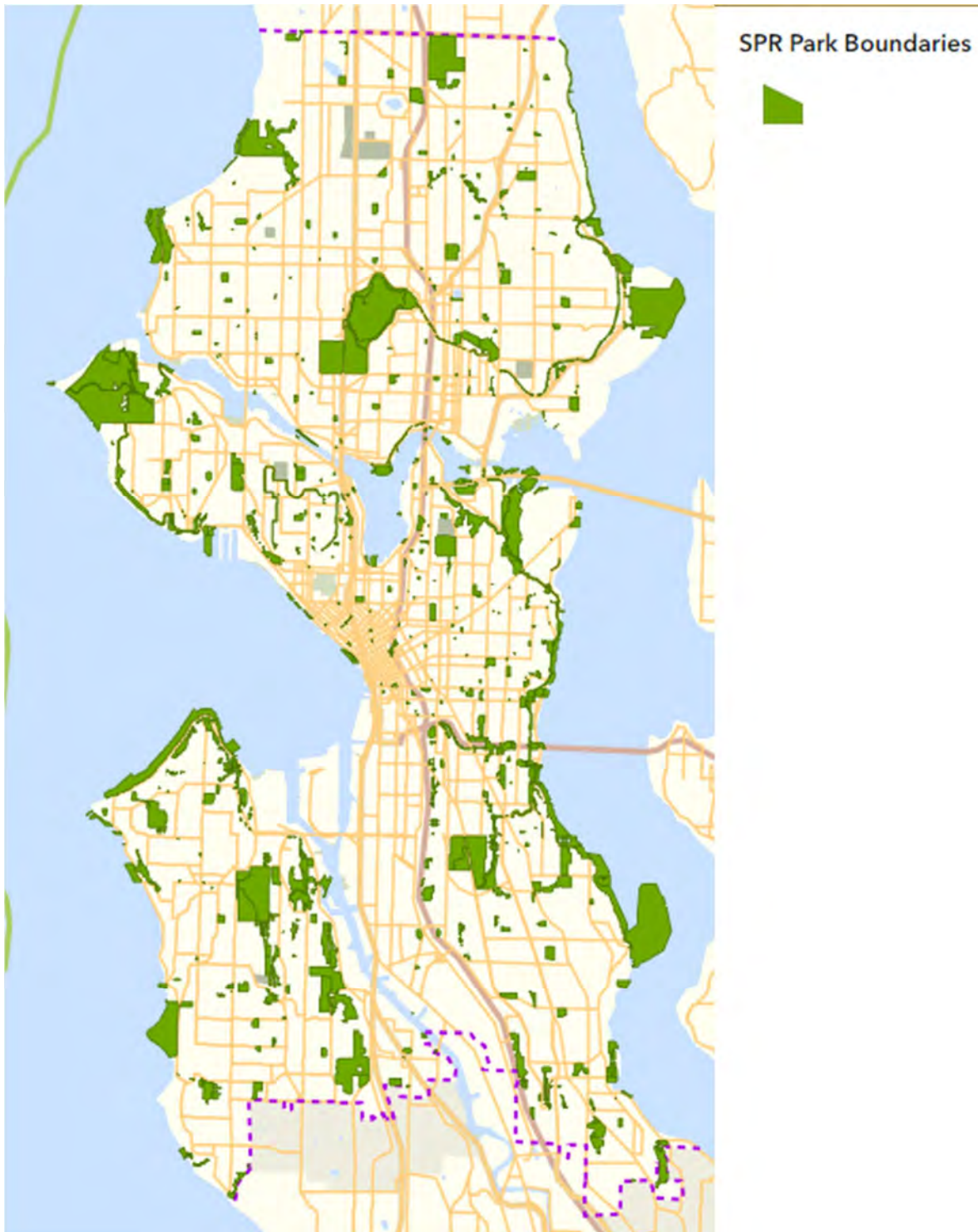
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No warranties of any sort, including accuracy, fitness or merchantability accompany this product.

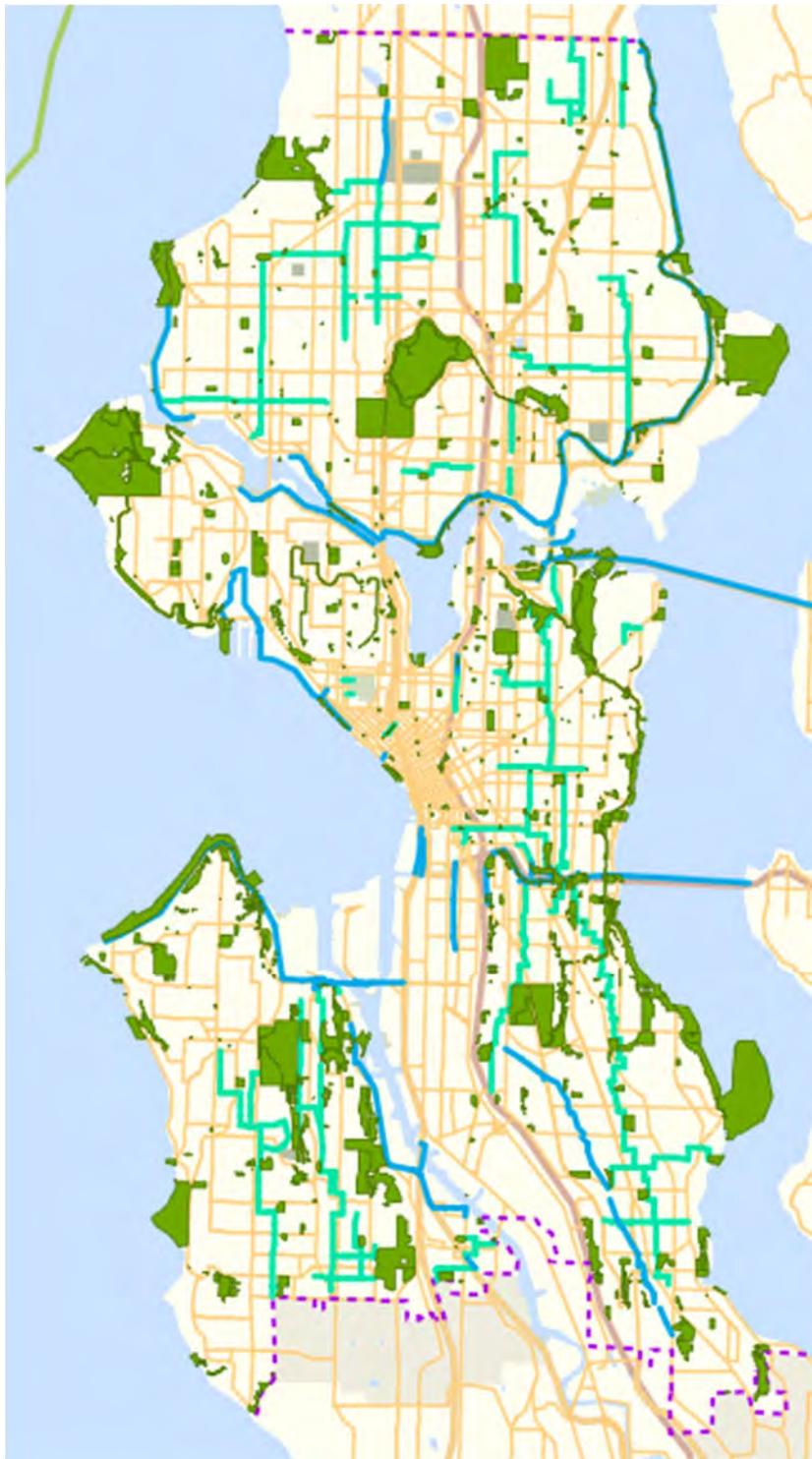
Map date: Oct 23, 2024



Gap Analysis



SEATTLE PARKS



SPR Park Boundaries



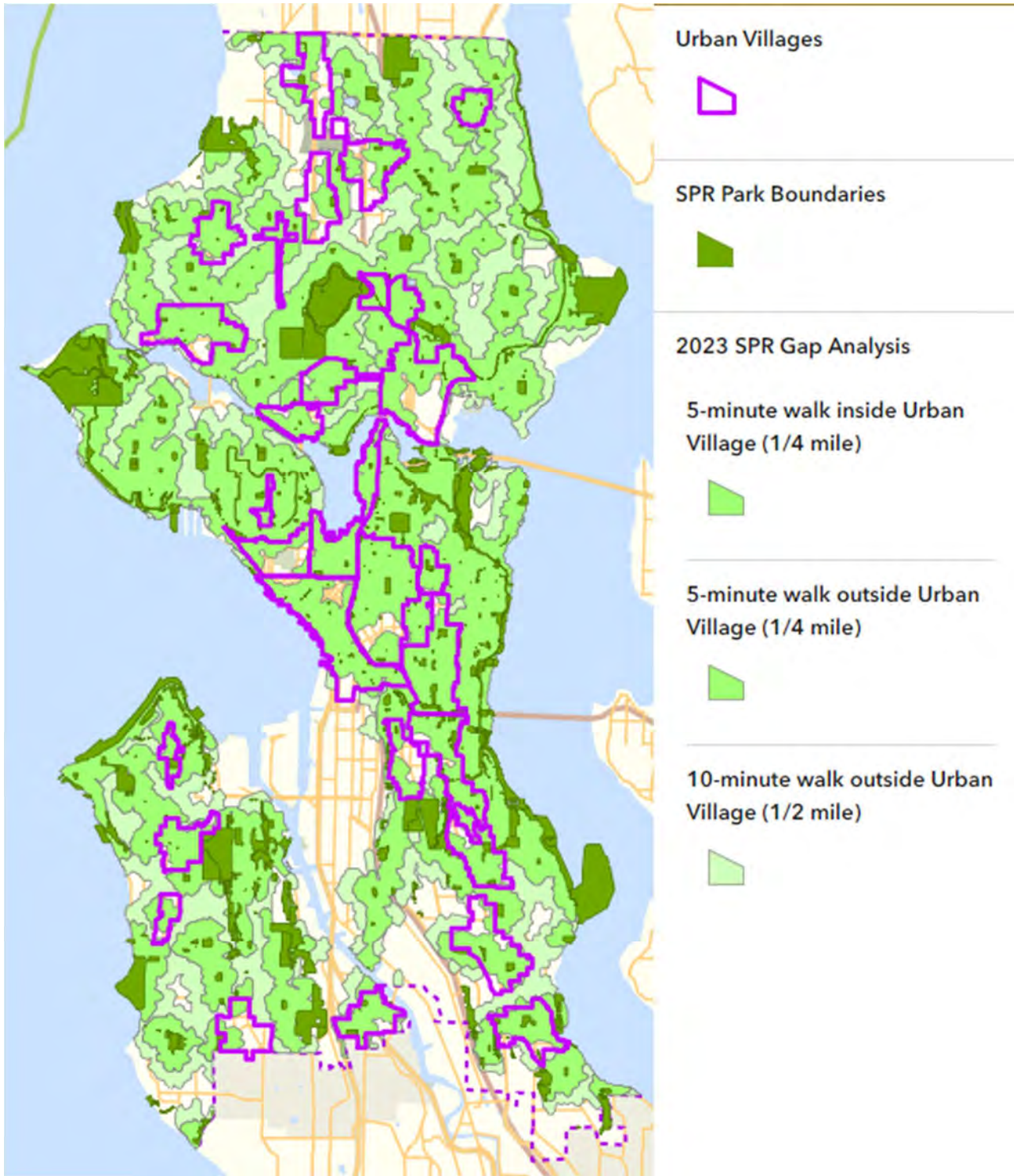
Bicycle Trails



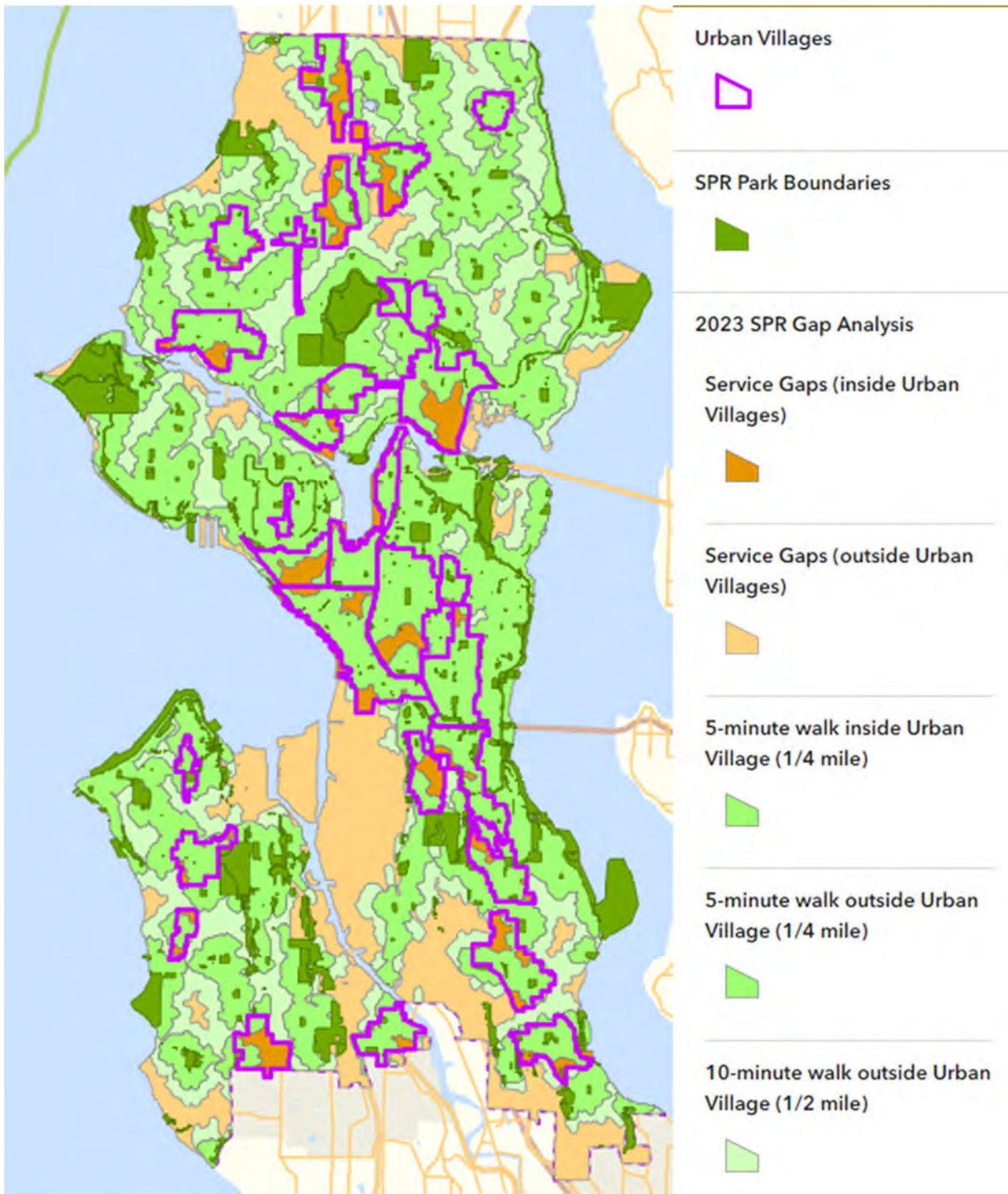
Greenways



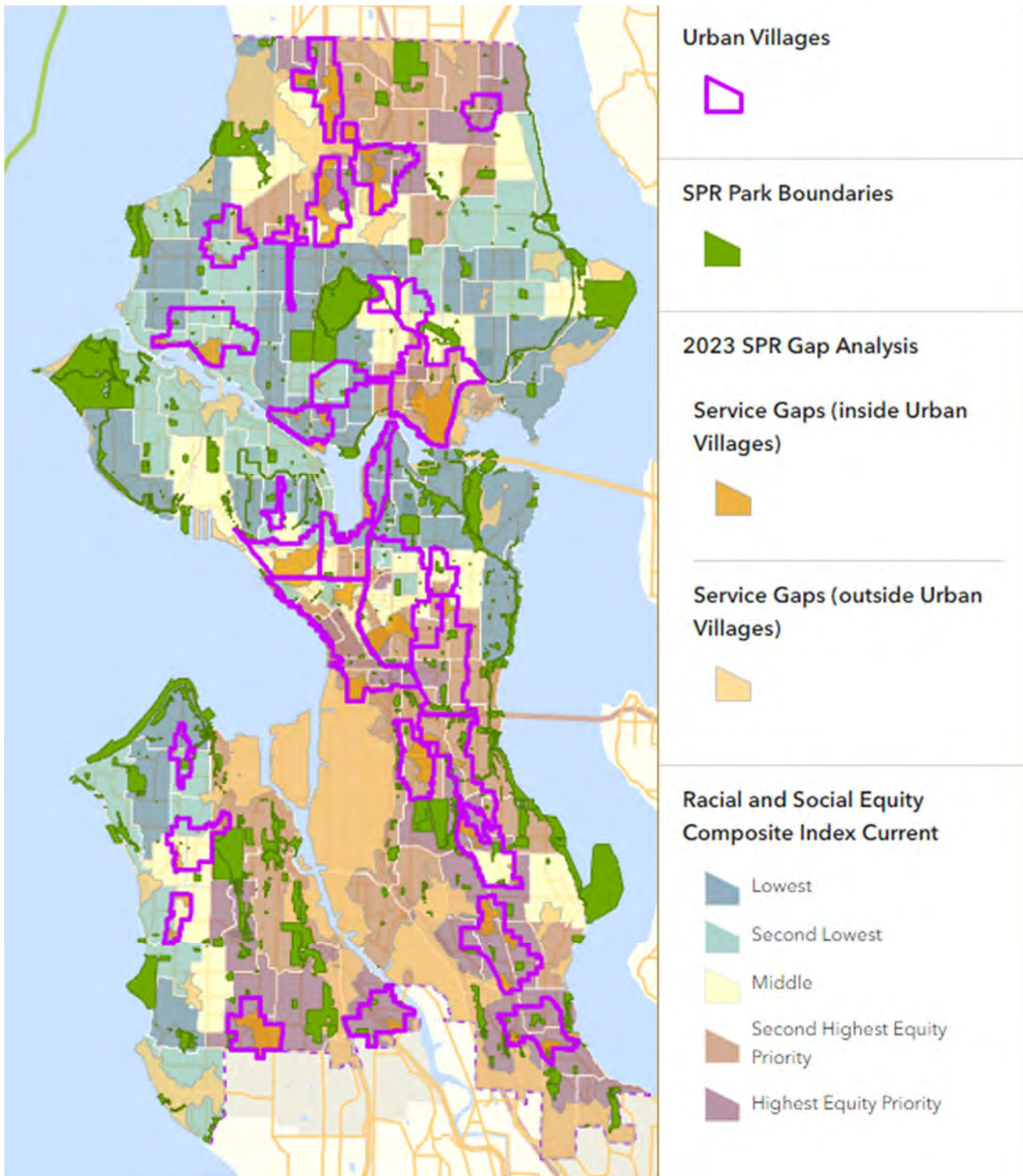
ACCESS



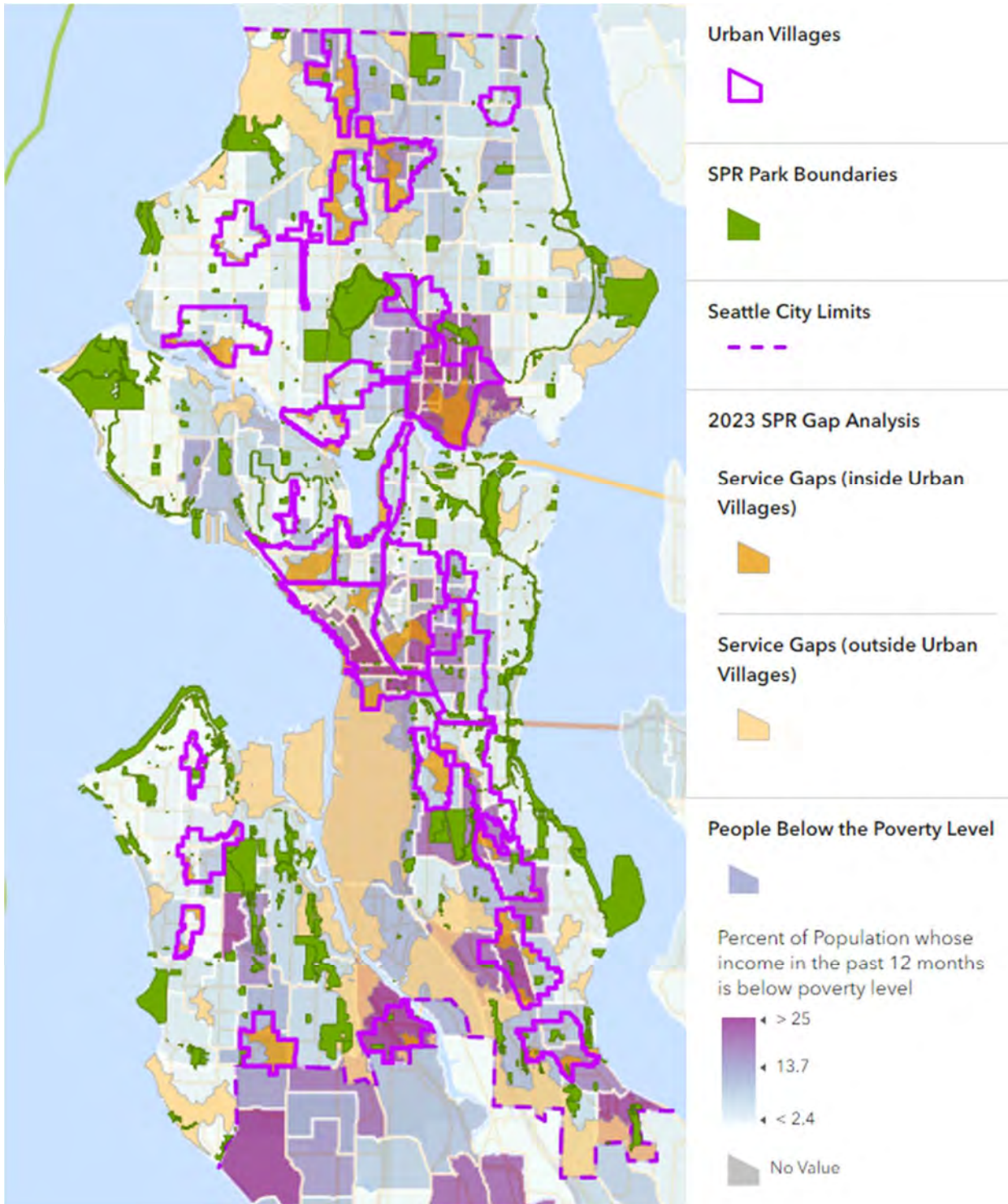
WALKABILITY



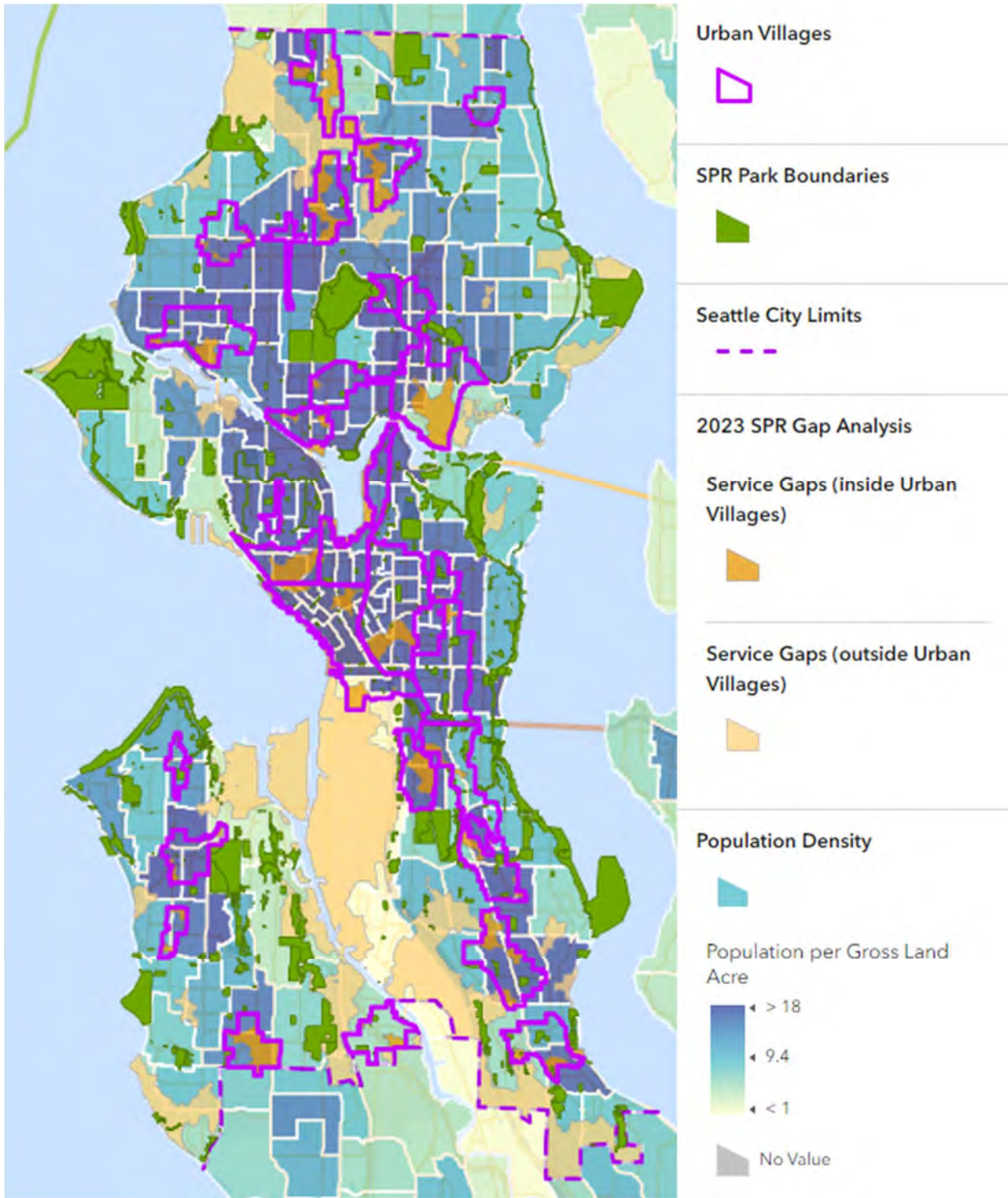
GAPS IN WALKABILITY



EQUITY & HEALTH



INCOME & POVERTY



POPULATION DENSITY 2020