



CITY OF SEATTLE

City Council

Agenda - Revised

Monday, June 21, 2021

2:00 PM

Remote Meeting. Call 253-215-8782; Meeting ID: 586 416 9164; or
Seattle Channel online.

M. Lorena González, President

Lisa Herbold, Member

Debora Juarez, Member

Andrew J. Lewis, Member

Tammy J. Morales, Member

Teresa Mosqueda, Member

Alex Pedersen, Member

Kshama Sawant, Member

Dan Strauss, Member

Chair Info: 206-684-8809; Lorena.González@seattle.gov

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CITY OF SEATTLE

City Council Agenda - Revised

June 21, 2021 - 2:00 PM

Meeting Location:

Remote Meeting. Call 253-215-8782; Meeting ID: 586 416 9164; or Seattle Channel online.

Committee Website:

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

In-person attendance is currently prohibited per Washington State Governor's Proclamation 20-28.15, until the COVID-19 State of Emergency is terminated or Proclamation 20-28 is rescinded by the Governor or State legislature. Meeting participation is limited to access by telephone conference line and online by the Seattle Channel.

Register online to speak during the Public Comment period at the 2:00 p.m. City Council meeting at

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

Online registration to speak at the City Council meeting will begin two hours before the 2:00 p.m. meeting start time, and registration will end at the conclusion of the Public Comment period during the meeting. Speakers must be registered in order to be recognized by the Chair.

Submit written comments to all Councilmembers at

Council@seattle.gov

Sign-up to provide Public Comment at the meeting at

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

Watch live streaming video of the meeting at

<http://www.seattle.gov/council/watch-council-live>

Listen to the meeting by calling the Council Chamber Listen Line at 253-215-8782 Meeting ID: 586 416 9164

One Tap Mobile No. US: +12532158782,,5864169164#

A. CALL TO ORDER

B. ROLL CALL**C. PRESENTATIONS****D. APPROVAL OF THE JOURNAL**

[Min 337](#) June 14, 2021

Attachments: [Minutes](#)

E. 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 308](#) June 21, 2021

Attachments: [Introduction and Referral Calendar](#)

F. APPROVAL OF THE AGENDA**G. PUBLIC COMMENT**

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

Register online to speak during the Public Comment period at the 2:00 p.m. City Council meeting at <http://www.seattle.gov/council/committees/public-comment>.

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H. PAYMENT OF BILLS

These are the only Bills which the City Charter allows to be introduced and passed at the same meeting.

- [CB 120104](#) AN ORDINANCE appropriating money to pay certain audited claims for the week of June 7, 2021 through June 11, 2021 and ordering the payment thereof.

I. COMMITTEE REPORTS

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

CITY COUNCIL:

1. [CB 120102](#) AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the International Brotherhood of Electrical Workers Local 77 to be effective January 23, 2021 to January 22, 2023; amending Ordinance 126237, which adopted the 2021 Budget, by increasing appropriations to Seattle City Light for 2021 payments therefor; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

Attachments: [Att 1 - City Light and Local 77 Memorandum of Understanding](#)

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

FINANCE AND HOUSING COMMITTEE:

2. [CB 120093](#) AN ORDINANCE related to the City's response to the COVID-19 crisis; creating a new Fund in the City Treasury; amending Ordinance 126237, which adopted the 2021 Budget, including the 2021-2026 Capital Improvement Program (CIP); accepting funding from non-City sources; changing appropriations to various departments and budget control levels, and from various funds in the 2021 Budget; revising project allocations for certain projects in the 2021-2026 CIP; modifying or adding provisos; and ratifying and confirming certain prior acts.

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

In Favor: 5 - Mosqueda, Herbold, González , Lewis, Strauss

Opposed: None

Supporting Documents:

[Summary and Fiscal Note v2](#)

3. [CB 120094](#) AN ORDINANCE related to the City's response to the COVID-19 crisis; amending Ordinance 126237, which adopted the 2021 Budget; changing appropriations to various departments and budget control levels, and from various funds in the Budget; imposing provisos; and ratifying and confirming certain prior acts, all by a 3/4 vote of the City Council.

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

In Favor: 5 - Mosqueda, Herbold, Lewis, Strauss, Morales

Opposed: None

Supporting Documents:

[Summary and Fiscal Note v2](#)

4. [CB 120101](#) AN ORDINANCE relating to housing for low-income households; adopting the Housing Levy Administrative and Financial Plan for program years 2021-2023; adopting Housing Funding Policies for the 2016 Housing Levy and other fund sources; authorizing actions by the Director of Housing regarding past and future housing loans and contracts; and ratifying and confirming certain prior acts.

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

In Favor: 5 - Mosqueda, Herbold, González , Lewis, Strauss

Opposed: None

Attachments: [Ex A - Administrative and Financial Plan 2021-2023](#)
[Ex B - Housing Funding Policies](#)

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

TRANSPORTATION AND UTILITIES COMMITTEE:

5. [CB 120100](#) AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager/CEO of Seattle Public Utilities to enter into a Water Quality Combined Financial Assistance Agreement between the State of Washington Department of Ecology and The City of Seattle, Public Utilities Department, to partially finance costs related to the construction of the Ship Canal Water Quality Project through a Clean Water State Revolving Fund Loan.

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

In Favor: 5 - Pedersen, Strauss, González , Herbold, Morales

Opposed: None

Attachments: [Att 1 - Agreement No. WQC-2021-SeaPUD-00191](#)

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

6. [Appt 01947](#) Appointment of Erin K. Fitzpatrick as member, Seattle Pedestrian Advisory Board, for a term to March 31, 2023.

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

**In Favor: 5 - Pedersen, Strauss, González , Herbold, Morales
Opposed: None**

Attachments: [Appointment Packet](#)

7. [Appt 01948](#) Appointment of Hang Nguyen as member, Seattle Pedestrian Advisory Board, for a term to March 31, 2023.

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

**In Favor: 5 - Pedersen, Strauss, González , Herbold, Morales
Opposed: None**

Attachments: [Appointment Packet](#)

8. [Appt 01949](#) Appointment of Greyson Simon as member, Seattle Pedestrian Advisory Board, for a term to March 31, 2023.

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

**In Favor: 5 - Pedersen, Strauss, González , Herbold, Morales
Opposed: None**

Attachments: [Appointment Packet](#)

J. ADOPTION OF OTHER RESOLUTIONS

9. [Res 32008](#) A RESOLUTION setting the public hearing on the petition of Seattle City Light for the vacation of a portion of Diagonal Way South, west of 4th Avenue South in the Greater Duwamish Manufacturing/Industrial Center of Seattle, according to Chapter 35.79 of the Revised Code of Washington, Chapter 15.62 of the Seattle Municipal Code, and Clerk File 314451.

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

K. OTHER BUSINESS

L. ADJOURNMENT



Legislation Text

File #: Min 337, **Version:** 1

June 14, 2021

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104



Journal of the Proceedings of the Seattle City Council

Monday, June 14, 2021

2:00 PM

Remote Meeting. Call 253-215-8782; Meeting ID: 586 416 9164; or
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City Council

M. Lorena González, President

Lisa Herbold, Member

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Teresa Mosqueda, Member

Alex Pedersen, Member

Kshama Sawant, Member

Dan Strauss, Member

Chair Info: 206-684-8809; Lorena.González@seattle.gov

In-person attendance is currently prohibited per Washington State Governor's Proclamation 20-28.15, until the COVID-19 State of Emergency is terminated or Proclamation 20-28 is rescinded by the Governor or State legislature. Meeting participation is limited to access by telephone conference line and online by the Seattle Channel.

A. CALL TO ORDER

The City Council of The City of Seattle met remotely pursuant to Washington State Governor's Proclamation 20-28.15, and guidance provided by the Attorney General's Office, on June 14, 2021, pursuant to the provisions of the City Charter. The meeting was called to order at 2:01 p.m., with Council President González presiding.

B. ROLL CALL

The following Councilmembers were present and participating electronically:

Present: 8 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Sawant, Strauss

Excused: 1 - Mosqueda

C. PRESENTATIONS

D. APPROVAL OF THE JOURNAL

[Min 336](#)

June 7, 2021

Motion was made, duly seconded and carried, to adopt the Minutes (Min) by the following vote, and the President signed the Minutes (Min):

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Sawant, Strauss

Opposed: None

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR

[IRC 307](#)

June 14, 2021

Motion was made, duly seconded and carried, to adopt the proposed Introduction and Referral Calendar (IRC) by the following vote:

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Sawant, Strauss

Opposed: None

F. APPROVAL OF THE AGENDA

Motion was made, duly seconded and carried, to adopt the proposed Agenda.

G. PUBLIC COMMENT

The following individuals addressed the Council:

- Howard Gale
- Kody Zalewski
- Sage Wilson
- Raymond Evans
- Kim Wolfe
- Aaron Burkhalter
- Michele Thomas
- Mariah Mitchell
- Jason Reeves
- Tiarra Dearbone

H. PAYMENT OF BILLS

[CB 120097](#) **AN ORDINANCE appropriating money to pay certain audited claims for the week of May 31, 2021 through June 4, 2021 and ordering the payment thereof.**

Motion was made and duly seconded to pass Council Bill 120097.

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

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Sawant, Strauss

Opposed: None

I. COMMITTEE REPORTS

CITY COUNCIL:

1. [CB 120096](#) **AN ORDINANCE relating to appropriations for the Human Services Department; amending Ordinance 126237, which adopted the 2021 Budget; modifying a proviso imposed by Ordinance 126298; and ratifying and confirming certain prior acts.**

ACTION 1:

Motion was made and duly seconded to pass Council Bill 120096.

ACTION 2:

Motion was made by Councilmember Herbold, duly seconded and carried, to amend Council Bill 120096, Section 1, as shown in Attachment 1 to the Minutes.

ACTION 3:

Motion was made and duly seconded to pass Council Bill 120096 as amended.

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

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Sawant, Strauss

Opposed: None

2. [Appt 01940](#) **Appointment of May G. Wu as member, Seattle Chinatown International District Preservation and Development Authority Governing Council, for a term to December 31, 2022.**

Motion was made and duly seconded to confirm Appointment 01940.

The Motion carried, and the Appointment (Appt) was confirmed by the following vote:

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Sawant, Strauss

Opposed: None

3. [Appt 01941](#) **Appointment of Cindy Ju as member, Seattle Chinatown International District Preservation and Development Authority Governing Council, for a term to December 31, 2023.**

Motion was made and duly seconded to confirm Appointment 01941.

The Motion carried, and the Appointment (Appt) was confirmed by the following vote:

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Sawant, Strauss

Opposed: None

4. [Appt 01942](#) **Appointment of Lisa Nitze as member, Seattle Chinatown International District Preservation and Development Authority Governing Council, for a term to December 31, 2023.**

Motion was made and duly seconded to confirm Appointment 01942.

The Motion carried, and the Appointment (Appt) was confirmed by the following vote:

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Sawant, Strauss

Opposed: None

5. [Appt 01943](#) **Reappointment of David J. Della as member, Seattle Chinatown International District Preservation and Development Authority Governing Council, for a term to December 31, 2023.**

Motion was made and duly seconded to confirm Appointment 01943.

The Motion carried, and the Appointment (Appt) was confirmed by the following vote:

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Sawant, Strauss

Opposed: None

6. [Appt 01944](#) **Reappointment of Wayne H. Lau as member, Seattle Chinatown International District Preservation and Development Authority Governing Council, for a term to December 31, 2023.**

Motion was made and duly seconded to confirm Appointment 01944.

The Motion carried, and the Appointment (Appt) was confirmed by the following vote:

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Sawant, Strauss

Opposed: None

7. [CF 314476](#) **Findings, Conclusions, and Decision of the City Council of the City of Seattle In the Matter of the Final Assessment Roll for Local Improvement District No. 6751 (Waterfront LID) and the Appeals of Multiple Appellants.**

Motion was made and duly seconded to adopt the Findings, Conclusions, and Decision of the City Council.

The Motion carried, and the Findings, Conclusions, and Decision of the Council was adopted by the following vote, and the President signed the Findings, Conclusions, and Decision of the City Council:

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Sawant, Strauss

Opposed: None

PUBLIC ASSETS AND NATIVE COMMUNITIES COMMITTEE:

8. [CB 120072](#) **AN ORDINANCE modifying, approving, and confirming the final assessments and assessment roll of Local Improvement District (LID) No. 6751, for the construction of the improvements of LID No. 6751, as provided by Ordinance 125760; levying and assessing a part of the cost and expense thereof against the several lots, tracts, parcels of land, and other property as shown on the final assessment roll; and ratifying and confirming certain prior acts.**

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

In Favor: 4 - Juarez, Pedersen, Herbold, Sawant

Opposed: None

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

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Sawant, Strauss

Opposed: None

9. [CB 120073](#) **AN ORDINANCE relating to financing public improvements within Local Improvement District No. 6751 (also known as the Waterfront LID); authorizing and providing for the issuance and sale of local improvement district bonds (LID Bonds, as defined herein) to provide funds to pay or reimburse a portion of the costs of the LID Improvements (as defined), to make a deposit to the Local Improvement Guaranty Fund, and to pay the costs of issuance of the bonds; pledging the LID assessments collected in the Waterfront LID and the amounts available in the Local Improvement Guaranty Fund to pay and secure the LID Bonds; providing parameters for Bond Sale Terms including conditions, covenants, and other sale terms; providing for and fixing the installment payment terms and interest rate on assessments in the Waterfront LID; amending Section 20.08.020 of the Seattle Municipal Code to conform to changes in state law; and ratifying and confirming certain prior acts.**

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

In Favor: 4 - Juarez, Pedersen, Herbold, Sawant

Opposed: None

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

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Sawant, Strauss

Opposed: None

10. [CB 120051](#) **AN ORDINANCE relating to public assets, land use, and zoning; establishing regulations for the Center Campus Subarea within the sign overlay district for the Seattle Center; amending Section 23.55.054 of, and adding a new Section 23.55.062 to, the Seattle Municipal Code.**

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

In Favor: 4 - Juarez, Pedersen, Herbold, Sawant

Opposed: None

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

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Sawant, Strauss

Opposed: None

11. [CB 120032](#) **AN ORDINANCE** relating to Woodland Park; transferring jurisdiction of a portion of Whitman Avenue N from the Seattle Department of Transportation to Seattle Parks and Recreation for open space, park, and recreation purposes; transferring a portion of Woodland Park adjacent to East Green Lake Way N from Seattle Parks and Recreation to the Seattle Department of Transportation for transportation purposes; and finding, after a public hearing, that the exchange of property meets the requirements of Ordinance 118477, which adopted Initiative 42.

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

In Favor: 4 - Juarez, Pedersen, Herbold, Sawant

Opposed: None

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

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Sawant, Strauss

Opposed: None

FINANCE AND HOUSING COMMITTEE:

12. [CB 120069](#) **AN ORDINANCE** relating to independent contractors in Seattle; establishing labor standards requirements for independent contractors working in Seattle; amending Sections 3.02.125, 3.15.000, and 6.208.020 of the Seattle Municipal Code; and adding a new Chapter 14.34 to the Seattle Municipal Code.

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

In Favor: 5 - Mosqueda, Herbold, González , Lewis, Morales

Opposed: None

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

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Sawant, Strauss

Opposed: None

COMMUNITY ECONOMIC DEVELOPMENT COMMITTEE:

13. [CB 120092](#) **AN ORDINANCE relating to the regulation of food delivery businesses and platforms; adding a new Chapter 7.30 to the Seattle Municipal Code.**

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

In Favor: 5 - Morales, Lewis, Juarez, Pedersen, Sawant

Opposed: None

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

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Sawant, Strauss

Opposed: None

14. [Appt 01920](#) **Appointment of Andrew Ashiofu as member, Seattle LGBTQ Commission, for a term to April 30, 2022.**

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

In Favor: 5 - Morales, Lewis, Juarez, Pedersen, Sawant

Opposed: None

The Appointment (Appt) was confirmed by the following vote:

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Sawant, Strauss

Opposed: None

15. [Appt 01921](#) **Appointment of Diondra Braswell as member, Seattle LGBTQ Commission, for a term to April 30, 2022.**

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

In Favor: 5 - Morales, Lewis, Juarez, Pedersen, Sawant

Opposed: None

The Appointment (Appt) was confirmed by the following vote:

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Sawant, Strauss

Opposed: None

16. [Appt 01922](#) **Appointment of Raja Fouad as member, Seattle LGBTQ Commission, for a term to October 31, 2022.**

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

In Favor: 5 - Morales, Lewis, Juarez, Pedersen, Sawant

Opposed: None

The Appointment (Appt) was confirmed by the following vote:

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Sawant, Strauss

Opposed: None

17. [Appt 01923](#) **Reappointment of Latosha Correll as member, Seattle LGBTQ Commission, for a term to April 30, 2023.**

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

In Favor: 5 - Morales, Lewis, Juarez, Pedersen, Sawant

Opposed: None

The Appointment (Appt) was confirmed by the following vote:

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Sawant, Strauss

Opposed: None

18. [Appt 01924](#) **Reappointment of DeAunte' Damper as member, Seattle LGBTQ Commission, for a term to April 30, 2023.**

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

In Favor: 5 - Morales, Lewis, Juarez, Pedersen, Sawant

Opposed: None

The Appointment (Appt) was confirmed by the following vote:

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Sawant, Strauss

Opposed: None

19. [Appt 01925](#) **Reappointment of Byram Simpson as member, Seattle LGBTQ Commission, for a term to April 30, 2023.**

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

In Favor: 5 - Morales, Lewis, Juarez, Pedersen, Sawant

Opposed: None

The Appointment (Appt) was confirmed by the following vote:

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Sawant, Strauss

Opposed: None

20. [Appt 01926](#) **Appointment of Heyiwot Amare as member, Seattle Disability Commission, for a term to April 30, 2022.**

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

In Favor: 5 - Morales, Lewis, Juarez, Pedersen, Sawant

Opposed: None

The Appointment (Appt) was confirmed by the following vote:

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Sawant, Strauss

Opposed: None

21. [Appt 01927](#) **Appointment of Christine Lew as member, Seattle Disability Commission, for a term to April 30, 2023.**

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

In Favor: 5 - Morales, Lewis, Juarez, Pedersen, Sawant

Opposed: None

The Appointment (Appt) was confirmed by the following vote:

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Sawant, Strauss

Opposed: None

22. [Appt 01928](#) **Appointment of Dawn Dailey as member, Seattle Disability Commission, for a term to October 31, 2022.**

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

In Favor: 5 - Morales, Lewis, Juarez, Pedersen, Sawant

Opposed: None

The Appointment (Appt) was confirmed by the following vote:

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Sawant, Strauss

Opposed: None

23. [Appt 01929](#) **Appointment of Taylor Woods as member, Seattle Disability Commission, for a term to October 31, 2022.**

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

In Favor: 5 - Morales, Lewis, Juarez, Pedersen, Sawant

Opposed: None

The Appointment (Appt) was confirmed by the following vote:

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Sawant, Strauss

Opposed: None

24. [Appt 01930](#) **Appointment of April Snow as member, Seattle Disability Commission, for a term to October 31, 2021.**

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

In Favor: 5 - Morales, Lewis, Juarez, Pedersen, Sawant

Opposed: None

The Appointment (Appt) was confirmed by the following vote:

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Sawant, Strauss

Opposed: None

25. [Appt 01931](#) **Reappointment of Joleen Winther Hughes as member, Seattle Music Commission, for a term to August 31, 2023.**

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

In Favor: 5 - Morales, Lewis, Juarez, Pedersen, Sawant

Opposed: None

The Appointment (Appt) was confirmed by the following vote:

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Sawant, Strauss

Opposed: None

26. [Appt 01933](#) **Reappointment of Paula Olivia Nava Madrigal as member, Seattle Music Commission, for a term to August 31,2024.**

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

In Favor: 5 - Morales, Lewis, Juarez, Pedersen, Sawant

Opposed: None

The Appointment (Appt) was confirmed by the following vote:

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Sawant, Strauss

Opposed: None

27. [Appt 01934](#) **Reappointment of Judi Rafaela Martinez as member, Seattle Music Commission, for a term to August 31, 2024.**

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

In Favor: 5 - Morales, Lewis, Juarez, Pedersen, Sawant

Opposed: None

The Appointment (Appt) was confirmed by the following vote:

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Sawant, Strauss

Opposed: None

28. [Appt 01935](#) Reappointment of Terry D. Morgan as member, Seattle Music Commission, for a term to August 31, 2024.

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

In Favor: 5 - Morales, Lewis, Juarez, Pedersen, Sawant

Opposed: None

The Appointment (Appt) was confirmed by the following vote:

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Sawant, Strauss

Opposed: None

GOVERNANCE AND EDUCATION COMMITTEE:

Councilmember Sawant left the meeting at 3:35 p.m.

29. [Appt 01945](#) Appointment of Rory O’Sullivan as member, Districting Commission.

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

In Favor: 5 - González , Juarez, Mosqueda, Sawant, Strauss

Opposed: None

The Appointment (Appt) was confirmed by the following vote:

In Favor: 7 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Strauss

Opposed: None

Absent(NV): 1 - Sawant

30. [Appt 01946](#) Appointment of Eliseo Juarez as member, Districting Commission.

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

In Favor: 5 - González , Juarez, Mosqueda, Sawant, Strauss

Opposed: None

The Appointment (Appt) was confirmed by the following vote:

In Favor: 7 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Strauss

Opposed: None

Absent(NV): 1 - Sawant

31. [Appt 01939](#) **Appointment of Manuela Slye as member, Families, Education, Preschool and Promise Levy Oversight Committee, for a term to December 31, 2023.**

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

**In Favor: 5 - González , Juarez, Mosqueda, Sawant, Strauss
Opposed: None**

The Appointment (Appt) was confirmed by the following vote:

In Favor: 7 - González , Herbold, Juarez, Lewis, Morales, Pedersen, Strauss

Opposed: None

Absent(NV): 1 - Sawant

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 3:39 p.m.

Emilia M. Sanchez, Deputy City Clerk

Signed by me in Open Session, upon approval of the Council, on June 21, 2021.

M. Lorena González, Council President of the City Council

Monica Martinez Simmons, City Clerk

Attachment:

Att 1 - Action 2 of Council Bill 120096

Att 1 - Action 2 of Council Bill 120096

Amendment language is shown in double underline and double strike through.

Amend Section 1 of CB 120096 as follows:

Section 1. The restriction imposed by the following budget proviso in Ordinance 126298, which limits spending on the following item, is modified as follows:

“Of the appropriation in the 2021 budget for the Addressing Homelessness Budget Summary Level (HSD-BO-HS-H3000) in the General Fund (00100) and notwithstanding powers provided to the Mayor by Section 3 of the Proclamation of Civil Emergency dated March 3, 2020, ~~\$12,000,000~~ \$9,000,000 is appropriated solely to provide non-congregate shelter in hotel rooms, tiny home villages, and non-congregate enhanced shelters for individuals experiencing homelessness (~~(who are at increased risk for contracting or having severe outcomes from COVID-19 using a competitive procurement process and obtaining federal approval or pre-approval for the program, if necessary,))~~ and may be spent for no other purpose, and \$3,000,000 is appropriated solely to increase funding in 2021 for the Law Enforcement Assisted Diversion Program (LEAD) and may be spent for no other purpose.”



Legislation Text

File #: IRC 308, Version: 1

June 21, 2021



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: Juarez</u>		
1. CB 120098	AN ORDINANCE relating to the Board of Park Commissioners; changing the name to the Board of Parks and Recreation Commissioners; requesting that the Code Reviser revise the Seattle Municipal Code accordingly; amending the Board's composition and processes; authorizing an amendment to the Interlocal Agreement between The City of Seattle and the Seattle Park District; and amending Sections 3.26.010 and 3.26.030 of the Seattle Municipal Code.	City Council
<u>By: Mosqueda</u>		
2. CB 120104	AN ORDINANCE appropriating money to pay certain audited claims for the week of June 7, 2021 through June 11, 2021 and ordering the payment thereof.	City Council
<u>By: González</u>		
3. CB 120107	AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the Seattle Fire Chiefs Association, IAFF, Local 2898, to be effective January 1, 2019, to December 31, 2021; and amending Ordinance 126237, which adopted the 2021 Budget, by increasing appropriations to the Seattle Fire Department for providing the 2019, 2020, and 2021 payments therefor; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.	City Council
<u>By: Pedersen</u>		
4. Res 32008	A RESOLUTION setting the public hearing on the petition of Seattle City Light for the vacation of a portion of Diagonal Way South, west of 4th Avenue South in the Greater Duwamish Manufacturing/Industrial Center of Seattle, according to Chapter 35.79 of the Revised Code of Washington, Chapter 15.62 of the Seattle Municipal Code, and Clerk File 314451.	City Council for Introduction and Adoption
<u>By: González</u>		
5. Appt 01951	Appointment of Jeffery L. Winmill as member, Seattle Ethics and Elections Commission, for a term to December 31, 2023.	City Council

By: Strauss

6. [Appt 01952](#) Appointment of Taber Jossi Caton as member, Landmarks Preservation Board, for a term to August 14, 2024. City Council

By: Strauss

7. [Appt 01953](#) Appointment of Ian Macleod as member, Landmarks Preservation Board, for a term to August 14, 2024. City Council

By: Strauss

8. [Appt 01954](#) Appointment of Lora-Ellen McKinney as member, Landmarks Preservation Board, for a term to August 14, 2024. City Council

By: Strauss

9. [Appt 01955](#) Appointment of Lawrence Norman as member, Landmarks Preservation Board, for a term to August 14, 2024. City Council

By: Strauss

10. [Appt 01956](#) Reappointment of Harriet M. Wasserman as member, Landmarks Preservation Board, for a term to August 14, 2024. City Council

By: Strauss

11. [CB 120106](#) AN ORDINANCE relating to historic preservation; imposing controls upon the Bordeaux House, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code. Land Use and Neighborhoods Committee

By: Strauss

12. [CB 120108](#) AN ORDINANCE relating to redevelopment at the Yesler Terrace Master Planned Community; amending Section 23.75.160 of the Seattle Municipal Code; and replacing Exhibit C, Tree Protection Plan, of Ordinance 123962. Land Use and Neighborhoods Committee

By: Herbold

13. [CB 120105](#) AN ORDINANCE relating to the Seattle Police Department; banning the ownership, purchase, rent, storage, or use of less lethal weapons; and amending Section 3.28.146 of the Seattle Municipal Code. Public Safety and Human Services Committee

By: Sawant

14. [Appt 01957](#) Appointment of Katie Garrow as member, Green New Deal Oversight Board, for a term to April 30, 2022. Sustainability and Renters' Rights Committee

By: Sawant

15. [Appt 01958](#) Appointment of Steve Gelb as member, Green New Deal Oversight Board, for a term to April 30, 2022. Sustainability and Renters' Rights Committee

By: Sawant

16. [Appt 01959](#) Appointment of Keith Weir as member, Green New Deal Oversight Board, for a term to April 30, 2022. Sustainability and Renters' Rights Committee

By: Sawant

17. [Appt 01960](#) Appointment of Maria Batayola as member, Green New Deal Oversight Board, for a term to April 30, 2023. Sustainability and Renters' Rights Committee

By: Sawant

18. [Appt 01961](#) Appointment of Dennis Comer as member, Green New Deal Oversight Board, for a term to April 30, 2023. Sustainability and Renters' Rights Committee

By: Sawant

19. [Appt 01962](#) Appointment of Tomas Alberto Madrigal as member, Green New Deal Oversight Board, for a term to April 30, 2023. Sustainability and Renters' Rights Committee

By: Sawant

20. [Appt 01963](#) Appointment of Tyler Valentine as member, Green New Deal Oversight Board, for a term to April 30, 2023. Sustainability and Renters' Rights Committee

By: Pedersen

21. [CF 314477](#) Request for an extension to the conditional approval of a petition of Swedish Health Services to vacate the alley in Block 95, Terry's Second Addition to the City of Seattle (CF 314304). Transportation and Utilities Committee



Legislation Text

File #: CB 120104, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE appropriating money to pay certain audited claims for the week of June 7, 2021 through June 11, 2021 and ordering the payment thereof.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Payment of the sum of \$14,697,921.90 on PeopleSoft 9.2 mechanical warrants numbered 4100466728 - 4100468633 plus manual or cancellation issues for claims, E-Payables of \$93,842.59 on PeopleSoft 9.2 9100009403 - 9100009454 and Electronic Financial Transactions (EFT) in the amount of \$35,584,920.57 are presented for ratification by the City Council per RCW 42.24.180.

Section 2. Payment of the sum of \$51,631,440.53 on City General Salary Fund mechanical warrants numbered 51347403- 51347943 plus manual warrants, agencies warrants, and direct deposits numbered 240001 - 242702 representing Gross Payrolls for payroll ending date June 8, 2021 as detailed in the Payroll Summary Report for claims against the City which were audited by the Auditing Committee and reported by said committee to the City Council June 17, 2021 consistent with appropriations heretofore made for such purpose from the appropriate Funds, is hereby approved.

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

Section 4. 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 21st day of June 2021, and signed by me in open session in authentication of its passage this 21st day of June 2021.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2021.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2021.

Monica Martinez Simmons, City Clerk

(Seal)



Legislation Text

File #: CB 120102, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the International Brotherhood of Electrical Workers Local 77 to be effective January 23, 2021 to January 22, 2023; amending Ordinance 126237, which adopted the 2021 Budget, by increasing appropriations to Seattle City Light for 2021 payments therefor; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

WHEREAS, a collective bargaining agreement between The City of Seattle (City) and the International Brotherhood of Electrical Workers Local 77 expired on January 22, 2021; and

WHEREAS, employees represented by the International Brotherhood of Electrical Workers Local 77 continued to work after January 22, 2021, on condition that the subject of their wages continued to be negotiated during collective bargaining; and

WHEREAS, collective bargaining has led to an agreement concerning wages, benefits, and other conditions of employment between the City and the International Brotherhood of Electrical Workers Local 77; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of The City of Seattle to execute a collective bargaining agreement with the International Brotherhood of Electrical Workers Local 77, effective January 23, 2021 through January 22, 2023, substantially in the form attached to this ordinance as Attachment 1 and identified as “Memorandum of Understanding By and Between City of Seattle and the Seattle City Light Department And the International Brotherhood of Electrical Workers Local 77.”

Section 2. In order to pay for necessary costs and expenses incurred or to be incurred in 2021, but for which insufficient appropriations were made due to causes that could not reasonably have been foreseen at the time of the making of the 2021 Budget, appropriations for the following items in the 2021 Budget are increased from the funds shown, as follows:

Item	Department	Fund	Budget Summary Level/BCL Code	Amount
2.1	Seattle City Light	Light Fund (41000)	Transmission and Distribution O&M (BO-CL-T)	\$6,385,138
2.2	Seattle City Light	Light Fund (41000)	Generation Operations and Engineering O&M (BO-CL-G)	\$751,193
2.3	Seattle City Light	Light Fund (41000)	Power System Operations and Asset Management O&M (BO-CL-E)	\$375,596
Total				\$7,51

Funding in future years will be appropriated through the annual budget process.

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 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 a 3/4 vote of all the members of the City Council the _____ day of _____, 2021, and signed by me in open session in authentication of its passage this _____ day of _____, 2021.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2021.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2021.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Attachment 1 - Memorandum of Understanding By and Between City of Seattle and the Seattle City Light Department And the International Brotherhood of Electrical Workers Local 77

Memorandum of Understanding
By and Between

City of Seattle
and the
Seattle City Light Department
And the
International Brotherhood of Electrical Workers
Local 77

Effective January 23, 2021 through January 22, 2023

This MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between the City of Seattle, hereinafter referred to as the City, Seattle City Light, hereinafter referred to as City Light, and the International Brotherhood of Electrical Workers Local 77, hereinafter referred to as the Union. Collectively they shall be known as the Parties.

It is understood and agreed by and between the Parties that all the terms and conditions of the Collective Bargaining Agreement, currently in effect from January 23, 2017 through January 22, 2021 shall be extended to provide for a new contract period from January 23, 2021 through January 22, 2023 except for the following changes:

1. WAGES/COMPENSATION:

- a) Effective January 23, 2021, the base wage rates for titles covered under this Collective Bargaining Agreement shall receive a cost of living adjustment (COLA) equal to two-point-five percent (2.5%).
- b) Effective January 23, 2021, a one-time base wage rate market increase equal to ten percent (10%) shall be applied to titles enumerated in the “Market Adjustment Titles List” (Attachment A).
- c) Effective January 23, 2021, the wages for the Cable Splicer and Electrician Constructor classifications shall be increased to the corresponding Lineworker classification rates of pay for parity.
- d) Effective January 23, 2022, the base wage rates for titles covered under this Collective Bargaining Agreement shall receive a cost of living adjustment (COLA) equal to one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue area Consumer Price Index for the June over June method consistent with “Article 17 Wage Rates” in the current agreement. However, this percentage increase shall not be less than one-and-a-half percent (1.5%) nor shall it exceed four percent (4%).

2. HEALTHCARE BENEFITS:

The Parties agree that for the period of January 23, 2021 through January 22, 2023, healthcare benefits shall remain status quo as identified in Article 12 of the current Collective Bargaining Agreement.

3. MEMORANDUMS of UNDERSTANDING:

- a) The terms of all amending memoranda of understanding, memoranda of agreement, and letters of agreement identified in the current Collective Bargaining Agreement which would have expired as of January 22, 2021, and any subsequent memoranda or letters signed between the Parties since the last round of negotiations that may not be identified in the agreement, shall be extended for the period of January 23, 2021 through January 22, 2023.
- b) The Parties have *previously* agreed during the last round of negotiations that Section 39.3 of the Collective Bargaining Agreement shall be amended to state, “Power Structure Mechanic Crew Chiefs shall be considered working crew chiefs and permitted to use tools” in accordance with the memorandum of understanding regarding “Power Dispatcher/Power Structure Mechanics” dated April 4, 2008.
- c) The Parties agree to the attached Memorandum of Understanding titled “The City of Seattle, City Light, and The International Brotherhood of Electrical Workers, Local 77 Regarding Crew Chiefs Assigned to Inspect Overhead Contract Crew Work” (Attachment B).

4. BEREAVEMENT LEAVE:

The Parties agree to amend Section 12.2 of the current collective bargaining agreement as follows – Regular employees covered by this Agreement shall be allowed five (5) days off without salary deduction for bereavement purposes in the event of the death of any close relative. In like circumstances and upon like application, the appointing authority or designee may authorize bereavement leave in the event of the death of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "close relative" shall mean the spouse or domestic partner, child, mother, stepmother, father, stepfather, brother, sister, grandchild, grandfather or grandmother of the employee or spouse or domestic partner, or an employee’s legal guardian, ward or any person over whom the employee has legal custody, and the term "relative other than a close relative" shall mean the uncle, aunt, cousin, niece, nephew, or the spouse or domestic partner of the brother, sister, child or grandchild of the employee or spouse or domestic partner; or the uncle, aunt, cousin, niece, nephew, spouse or domestic partner of the brother or sister of the spouse or domestic partner of such employee.

5. COMPENSATORY TIME LANGUAGE CLEAN-UP:

- a) The Parties agree to amend Section 15.5.6 of the current collective bargaining agreement by striking language as follows – Authorized accumulated compensatory time hours (not to exceed the maximum allowable balance) will be cashed out upon separation from employment with the City Light Department. Authorized accumulated compensatory time hours will be cashed out upon transfer or promotion to an ineligible title. ~~Employees with more than 64 hours of compensatory time shall be cashed out for all hours over 64 by April 1st 2015.~~

6. CALL-OUT PAY:

- a) The Parties agree to amend Section 16.1.3 of the current collective bargaining agreement as follows – Employees shall receive an amount not less than the equal of four (4) hours of straight time pay each time called out from their homes at times other than regular working hours. They shall be paid the overtime rates from the time they leave home until they return to their homes, except no pay shall be allowed while eating or sleeping; provided, however, that if employees are notified as defined in 16.1.1, they shall be paid only from the time they report to headquarters until the time of their return to headquarters, but in any event not less than the equal of four (4) hours of straight-time pay. Crew Chiefs will call crews as soon as practical. City Light and the Union will work together in the implementation of technology to automate the call-out process in the future.

7. CORRECTION OF PAYROLL ERRORS:

- a) The Parties agree to establish a new Section 26.8 of the current collective bargaining agreement as follows:

Correction of Payroll Errors – In the event Management has been notified there has been an error in employee’s paycheck, and the error is not in dispute, an underpayment shall be corrected within two (2) pay periods. Corrections not made within two pay periods shall be paid by separate check within two days of not receiving such payment and at the request of said employee and, upon written notice, an overpayment shall be corrected as follows:

- A. If the overpayment involved only one (1) paycheck;
 1. By payroll deductions spread over two (2) pay periods; or
 2. By payments from the employee spread over two (2) pay periods.
- B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26)

pay periods in duration, with a minimum payroll deduction of not less than Twenty-five Dollars (\$25) per pay period.

C. If an employee separates from the City service before an overpayment is repaid, any remaining amount due the City will be deducted from the employee's final paycheck(s).

D. By other means as may be mutually agreed between the City and the employee, the Union representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

E. Delays in correcting payroll errors shall be resolved through the contractual Labor Management process.

8. BIDDING:

- a) The Parties agree to amend Section 32.3 of the current collective bargaining agreement as follows – Employees in Station Construction and Maintenance work units shall have the right to bid vacancies in a stations core group by seniority as described in Section 28.14. Vacancies within stations cores will first be bid within their respective headquarters, then to the remaining headquarters prior to being offered as part of a classification headquarters bid. Requests to be considered for these assignments will be made via e-mail. Concerns over station assignments will be addressed through Joint Labor Management Committee (JLMC).

9. BOUNDARY SCHEDULES:

- a) The Parties agree to amend Section 36.20 of the current collective bargaining agreement as follows – The work schedule for Boundary electrical crew shall be 7 a.m. through 3:30 p.m., Monday through Friday, except as modified by the Alternative Work Schedule Agreement.

10. HYDRO MAINTENANCE WORKER CREW STRUCTURE:

- a) The Parties agree to establish a new Section 36.27 of the current collective bargaining agreement as follows – Hydro Maintenance Workers shall be supervised by the Power Structure Mechanic Crew Chief.
- b) The Parties agree to establish a new Section 36.27.1 of the current collective bargaining agreement as follows – The Power Structure Mechanic Crew Chief with an approved absence from the crew (vacation, sick leave, industrial injury, leave of absence, training, out-of-class, special assignment) shall be replaced. When the Hydro Maintenance Crew consists of three (3) or more Hydro Maintenance Workers, one of them shall be paid at the Power Structure Mechanic

Crew Chief rate of pay. When the Hydro Maintenance Crew consists of two (2) Hydro Maintenance Workers, one (1) shall be paid as a Hydro Maintenance Worker II and the requirement for supervision is satisfied.

- c) The Parties agree to establish a new Section 36.27.2 of the current collective bargaining agreement as follows – When the Hydro Maintenance Crew consists of two (2) Hydro Maintenance Workers and one (1) or more is conducting work in accordance with Section 36.11 of this agreement, one (1) Hydro Maintenance Worker of that crew shall be paid as a Power Structure Mechanic Crew Chief.

11. IBEW CODE OF EXCELLENCE LABOR MANAGEMENT PARTNERSHIP AND INTEREST BASED BARGAINING:

- a) The Union, the City, and City Light agree to discuss the training and incorporation of the principles of an IBEW/City Light Code of Excellence into City Light’s practices and procedures. This subcommittee will consist of both Management and the Union.
- b) The Union, the City, and City Light agree to engage in Interest-Based Bargaining (IBB) when renegotiating this agreement prior to the expiration of this extension. All parties shall attend IBB training together in preparation for these negotiations. This training should occur prior to December 31, 2021, and the trainer shall be jointly agreed to.

12. POWER DISPATCHER WAGE STUDY:

- a) The Parties agree to the following regarding a Power Dispatcher Wage Study – Within 6 months of full execution of this agreement, the Union, the City, and City Light agree to conduct a Wage Study of the Power Dispatcher classification series. The wage study shall include comparable utilities with similar control center responsibilities. The Union, the City, and City Light shall mutually agree to utilities that are determined to be comparable. By mutual agreement and upon completion of the wage study, the parties agree to initiate negotiations regarding the impacts of the study. The Union, the City, and City Light further agree that any agreed upon wage increases as a result of this study to the titles included in this classification series shall be retroactively effective to January 23, 2021.

13. REOPENERS:

- a) The Parties agree to a reopener on impacts associated with the Affordable Care Act (ACA).

Signed this _____ day of _____ 2021

Executed under this Authority of
Ordinance _____

THE CITY OF SEATTLE:

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 77:

NAME, Jenny Durkan

Rex Habner, Business Manager

CITY LIGHT:

SEATTLE HUMAN RESOURCES:

Debra Smith, General Manager

Richard Groff, Labor Negotiator

ATTACHMENT A – Market Adjustment Titles List:

<u>JOBCODE</u>	<u>DESCRIPTION</u>
97578	Lnwkr
97609	Lnwkr Aprn
97610	Lnwkr Pre-Aprn
97587	Lnwkr,Transmission
80553	Lnwkr-Asg Pwrline Clearance
93503	Lnwrkr CC-Asg Locator
93506	Lnwrkr-Asg Locator
96418	Line C CC
80548	Line CC-Asg C Coord
62113	Trans Line CC
63110	Elctn-Con
63000	Elctn-Con Aprn
63150	Elctn-Con CC
80526	Elctn-Con-(OI)
63119	Elctn-Con-In Tempchg
80525	Elctn-Con-Wkg CC
93502	Elec-Con CC-Asg Crew Coord
93508	Elec-Con Core CC
80527	Elec-Con(OI)Wkg CC-C Coord
97290	Cblspl Aprn
80544	Cblspl CC-Asg C Coord
93501	Cblspl CC-Asg Locator
97337	Cblspl CC-Net Area
97336	Cblspl CC-Non Net (Incum)
97316	Cblspl Hlpr-Net Area
97309	Cblspl Hlpr-Non-Net (Incum)
93500	Cblspl-Asg Locator
80539	Cblspl-Jrnywkr In Chg
93504	Cblspl-Jrnywkr In Chg-Asg PT
93505	Cblspl-Jrnywkr In Chg-Asg VT
97299	Cblspl-Net Area
97298	Cblspl-Non Net Area (Incum)
50577	Prot&Cntrl Elctn CC
50575	Prot&Cntrl Elctn I
50576	Prot&Cntrl Elctn II
50578	Prot&Cntrl Elctn-In chg
50527	Elecl Work Rev CC
80549	Jrnywkr In Chg
51021	Pwrline Clear Coord
80529	Elctn-Con wkg CC ASG C Coord
63118	Elecl-Con-Test/Trans Repair
97321	Jrnywkr In Chg – Powerhouse

- 23533 Craft Instructor-Apprenticeship
- 23532 Craft Instructor-Apprenticeship (Line Crew Chief)
- 23531 Craft Instructor-Apprenticeship (PACE Crew Chief)

ATTACHMENT B – Memorandum of Understanding:

Memorandum of Understanding
By and Between
The City of Seattle, Seattle City Light
And
The International Brotherhood of Electrical Workers, Local 77
Regarding Crew Chiefs assigned to inspect Overhead Contract Crew Work

This Memorandum of Understanding (“MOU”) is made and entered between the City of Seattle (“City”), City Light (“City Light”), and the International Brotherhood of Electrical Workers (IBEW) Local 77 (“Union”) (collectively the “Parties”). The parties’ signatory hereto agree to the following:

1. This MOU applies to Line Crew Chiefs, inspecting work performed by line contract crews.
2. Four (4) regular Line Crew Chiefs will inspect contract line crew work. Line Crew Chiefs inspecting line contract crew work will report to the same Supervisor for their work assignments.
3. City Light and the Union shall meet twice a year, or as needed, to discuss contract crew work and associated inspection staffing. Issues arising from this MOU shall be referred for discussion during these meetings.
4. Line Crew Chiefs inspecting contract line crew work will be removed from their current workgroup on the call-out list. They shall be listed in their own workgroup on the call-out list. These Line Crew Chief positions will not be assigned any City Light line crews unless in cases of emergency or prior to contractors being called in to do work.
5. The Line Crew Chiefs inspecting contract line crew work will coordinate with contract line crews to inspect work per Article 26.6 of the Collective Bargaining Agreement.
6. Seniority for Line Crew Chief and Line Crew Chief assigned Crew Coordinator is combined time between the Line Crew Chief and Line Crew Chief assigned Crew Coordinator as of the date of ratification.
7. Initial placement of the four (4) vacant Line Crew Chief positions shall be offered to Line Crew Chiefs and Line Crew Chief Assigned Crew Coordinators by combined seniority. Thereafter, vacant Line Crew Chief positions shall be filled using a competitive selection process.
8. This agreement may only be amended by mutual agreement of all of the Parties.

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Department of Human Resources	Jeff Clark/206-684-7871 Rich Groff/206-256-5241	Gregory Shiring/206-386-4085

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the International Brotherhood of Electrical Workers Local 77 to be effective January 23, 2021 to January 22, 2023; amending Ordinance 126237, which adopted the 2021 Budget, by increasing appropriations to Seattle City Light for 2021 payments therefor; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

Summary and background of the Legislation:

This legislation authorizes the Mayor to implement a collective bargaining agreement between the City of Seattle (“City”) and the International Brotherhood of Electrical Workers Local 77 (“Local 77”). The collective bargaining agreement is a two-year agreement on wages, benefits, hours and other working conditions for January 23, 2021 through January 22, 2023. This legislation affects approximately 565 regularly appointed City employees.

The collective bargaining agreement provides for a cost-of-living adjustment of 2.5 percent for all titles covered by the agreement, effective January 23, 2021. Also effective on January 23, 2021 is an additional one-time base wage market increase of 10 percent to job titles identified in Attachment A to the agreement, and an increase to the Cable Splicer and Electrical Constructor classifications for parity with the corresponding Lineworker classification rates of pay. Effective January 23, 2022, the base wage rates for titles covered under the agreement shall increase 100 percent of the increases in the Seattle-Tacoma-Bellevue area Consumer Price Index for the June 2021 over June 2020, with a minimum and maximum increase of 1.5 and 4 percent, respectively.

The City and Local 77 members will continue to split health care premiums with 90 percent paid by the City and 10 percent paid by union members.

The City and union also agreed to other changes to working conditions. The parties agreed to expand the funeral leave benefit to five days to bereave the death of a close relative, as defined by the agreement. The parties agreed to language detailing the process for correction of payroll errors. The parties also agreed to changes to bidding, Boundary schedules, and the hydro-maintenance worker crew structure, among other items.

2. SUMMARY OF FINANCIAL IMPLICATIONS

a. Does this legislation amend the Adopted Budget? X Yes ___ No

Changes to Seattle City Light’s 2021 appropriations are shown in the table below. Funding in future years will be appropriated through the annual budget process.

Item	Fund	Department	Budget Control Level	Amount
1	Light Fund - 41000	Seattle City Light	SCL - BO-CL-T - Transmission and Distribution O&M	\$6,385,138
2	Light Fund - 41000	Seattle City Light	SCL - BO-CL-G - Generation Operations and Engineering O&M	\$751,193
3	Light Fund - 41000	Seattle City Light	SCL - BO-CL-E - Power System Operations and Asset Management O&M	\$375,596
Total				\$7,511,927

b. Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?
 No.

c. Is there financial cost or other impacts of *not* implementing the legislation?
 If the contract is not legislated, employees will continue to receive the same wages that became effective in February of 2020. There may be other risks associated with not implementing the legislation.

3. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?
 Yes, there are costs and operational impacts to Seattle City Light.

b. Is a public hearing required for this legislation?
 No.

c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?
 No.

d. Does this legislation affect a piece of property?
 No.

e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged

communities? What is the Language Access plan for any communications to the public?

N/A

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

No.

2. 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

g. 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).

N/A.

List attachments/exhibits below:

None.



Legislation Text

File #: CB 120093, **Version:** 2

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE related to the City’s response to the COVID-19 crisis; creating a new Fund in the City Treasury; amending Ordinance 126237, which adopted the 2021 Budget, including the 2021-2026 Capital Improvement Program (CIP); accepting funding from non-City sources; changing appropriations to various departments and budget control levels, and from various funds in the 2021 Budget; revising project allocations for certain projects in the 2021-2026 CIP; modifying or adding provisos; and ratifying and confirming certain prior acts.

WHEREAS, the World Health Organization (WHO) has declared that the Coronavirus Disease 2019 (COVID-19) is a global pandemic, which is particularly severe in high-risk populations such as people with underlying medical conditions and the elderly, and the WHO has raised the health emergency to the highest level requiring dramatic interventions to disrupt the spread of this disease; and

WHEREAS, on February 29, 2020, the Washington Governor issued Proclamation 20-05, proclaiming a state of emergency for all counties throughout the state of Washington in response to new cases of COVID-19; and

WHEREAS, in response to outbreaks of COVID-19 in Seattle, Mayor Jenny Durkan proclaimed a civil emergency exists in Seattle in the Mayoral Proclamation of Civil Emergency dated March 3, 2020; and

WHEREAS, on March 5, 2020, the City Council adopted Resolution 31937 affirming the civil emergency, modifying orders transmitted by the Mayor related to the emergency, and establishing Council’s expectations related to future orders and reporting by the Mayor during the civil emergency; and

WHEREAS, on March 11, 2020, the World Health Organization announced that COVID-19 is officially a global pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a national state of emergency in response to the COVID-19 pandemic; and

WHEREAS, on March 23, 2020, the Governor issued a “Stay Home, Stay Healthy” order, which, combined with other measures taken to prevent the transmission of COVID-19, effectively closed many businesses in the state of Washington; and

WHEREAS, the immediate economic impacts from the COVID-19 emergency have been drastic and are expected to last much longer than the civil emergency itself; and

WHEREAS, local companies have reported laying off employees, experiencing substantial revenue losses, dealing with lost business due to fear and stigma, and seeing major declines in foot traffic as tens of thousands of employees are being asked to work from home; and

WHEREAS, these impacts are being felt across all industry sectors, including retail, restaurant, hospitality, transportation, logistics, arts, and culture; and

WHEREAS, an Americans for the Arts survey found that in the state of Washington, arts and cultural organizations and agencies reported a total financial loss of over \$35.6 million due to the pandemic, with a median loss of \$35,000 per organization; and the U.S. Census Bureau’s Small Business Pulse Survey reports that businesses in the arts, entertainment, and recreation sector were amongst the hardest hit by the pandemic and are also amongst the most likely to take longer than six months to recover; and

WHEREAS, at the end of August 2020, over 3,000 businesses in the Seattle metropolitan area were closed, with an estimated 59 percent of those closures being permanent, and over 32,700 people in Seattle were unemployed; and

WHEREAS, the COVID-19 pandemic has created a grave economic crisis. People in our community have been laid off or have had their work hours reduced, and many people are struggling to feed and house their families. Social services are strained, given the increased demand for resources. Businesses are struggling to pay their employees and cover operating costs; and

WHEREAS, at the national level, mothers of children aged 12 years and younger lost jobs at a rate three times greater than fathers of young children between February and August 2020, and in December 2020, all 156,000 net job losses in the U.S. were held by women. Throughout the pandemic, women, particularly women of color, have experienced higher levels of unemployment, threatening to undo decades of progress towards gender equity; and

WHEREAS, the affordable housing crisis, homelessness emergency, and the COVID-19 pandemic and related economic and unemployment emergencies are deeply impacting the lives of people throughout Seattle and the region and disproportionately harming Black, Indigenous, Latinx, and other communities of color, immigrants, the lesbian, gay, bisexual, transgender, queer, intersex, and asexual (LGBTQIA) community, disabled community members, and women, all of whom already struggle against entrenched inequality; and

WHEREAS, in response to the COVID-19 pandemic, many services, workplaces, and schools were forced to shift online, with stark consequences for Black, Latinx, and low-income households, who have disproportionately less access to the internet at home. Having internet service at home is essential so that people can work remotely, engage their children in distance learning, connect with health care services, and access government services, including financial assistance and other resources; and

WHEREAS, the number of people in shelters, encampments, and hotels has grown due to investments in these homelessness interventions during the COVID-19 pandemic, but there is a need to provide permanent affordable housing into which these individuals can move to address the homelessness problem; and

WHEREAS, the current multifamily housing rental market may provide opportunities to loan additional funds to affordable housing providers to purchase existing buildings or buildings under construction and nearing completion that would immediately or rapidly increase the stock of permanently affordable housing in a cost-efficient manner; and

WHEREAS, many people and businesses in Seattle continue to be impacted by COVID-19 and the measures

taken to prevent its spread, which resulted in unemployment, housing insecurity, and food insecurity; and

WHEREAS, the State of Washington provided \$2 million in its 2021-2023 Capital Budget for the creation of tiny home villages in Seattle; and

WHEREAS, the three new tiny home villages that will be established using funds provided by the Council in the 2021 Adopted Budget are not expected to be operating until late summer or early fall; and

WHEREAS, The City of Seattle (“City”) recognizes that direct cash assistance to low-income people benefits the greater economy and allows people to make decisions about immediate needs; and

WHEREAS, on March 10, 2021, the U.S. House of Representatives passed the American Rescue Plan Act (ARPA) of 2021, providing \$1.9 trillion in pandemic relief; and

WHEREAS, ARPA will provide Seattle an estimated \$232 million in direct funding, of which about 50 percent was received in 2021 and the remainder will be received in 2022, for pandemic relief that can be used for a broad range of uses, including restoring government services cut or reduced in response to pandemic-related revenue losses, and providing support for households, small businesses, impacted industries, essential workers, and the communities hardest hit by the crisis; and

WHEREAS, the City has received \$116 million in 2021 from ARPA’s Coronavirus Local Fiscal Recovery (CLFR) Fund grant authorized by the U.S. Congress; and

WHEREAS, the City has received \$12.2 million in 2021 from the ARPA HOME Investment Partnerships Program authorized by the U.S. Congress to assist individuals or households who are homeless or at risk of homelessness, and other vulnerable populations, by providing housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability; and

WHEREAS, the acceptance and appropriation of these newly available funds as soon as possible are crucial to preserving public health and safety by mitigating the impacts of COVID-19 on the City and the people and organizations it serves; and

WHEREAS, a new fund is needed to manage and maintain accurate accounting and reporting to the federal granting agency required of the large and complex sum of CLFR expenditures; and

WHEREAS, a number of City departments have implemented immediate assistance for affected local small businesses and displaced workers; and

WHEREAS, many people in Seattle continue to struggle with the impacts of the COVID-19 public health emergency and the measures taken to prevent its spread, including unemployment, housing insecurity, and food insecurity; and

WHEREAS, the City will utilize federal resources to support programs and services that provide critical and immediate relief to people and small businesses in Seattle, and support longer term strategies that will support a more resilient, prosperous, and equitable recovery; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. A new Coronavirus Local Fiscal Recovery Fund is created in the City Treasury, into which revenues may be deposited, and from which associated expenditures may be paid including, but not limited to, operating, maintenance, capital, and City administration costs for the purposes described in Section 2 of this ordinance.

Section 2. The purpose of the Coronavirus Local Fiscal Recovery Fund authorized in Section 1 of this ordinance is to manage proceeds to The City of Seattle from the federal Coronavirus Local Fiscal Recovery Fund grant authorized by the U.S. Congress.

Section 3. The Coronavirus Local Fiscal Recovery Fund shall receive revenues from the federal Coronavirus Local Fiscal Recovery Fund grant or transfer. The Fund shall receive earnings on its positive balances and pay interest on its negative balances.

Section 4. The City Budget Director shall have responsibility for administering the Coronavirus Local Fiscal Recovery Fund. The Director of Finance is authorized to create accounts or subaccounts as may be needed to implement the Fund's purpose and intent as established by this ordinance.

Section 5. The Mayor or the Mayor’s designee is authorized to accept the following non-City funding from the grantors listed below, and to execute, deliver, and perform, on behalf of The City of Seattle, agreements for the purposes described below. The funds, when received, shall be deposited in the receiving funds identified below.

Item	Department	Grantor	Purpose	Fund	Amount
5.1	Finance General	United States - Federal Coronavirus Local Fiscal Recovery Funds	Recovery from COVID-19 and its impacts	Coronavirus Local Recovery Fund (14000)	\$91,170,814
5.2	Finance General	United States - Federal Coronavirus Local Fiscal Recovery Funds	Recovery from COVID-19 and its impacts (revenue backfill)	General Fund (00100)	\$25,000,000
5.3	Executive (Office of Housing)	Federal HOME Funds	Permanent affordable housing	Low-Income Housing Fund (16400)	\$12,220,684
TOTAL					\$128,391,498

Section 6. Contingent upon the execution of the grants or other funding agreements authorized in Section 5 of this ordinance, the appropriations for the following items in the 2021 Budget are increased from the funds shown, as follows:

Item	Department	Fund	Budget Summary Level/BCL Code	Amount
6.1	Seattle Department of Human Resources	Coronavirus Local Fiscal Recovery Fund (14000)	HR Services (BO-HR-N6000)	\$50,000
6.2	Department of Finance and Administrative Services	Coronavirus Local Fiscal Recovery Fund (14000)	City Purchasing and Contracting Services (BO-FA-CPCS)	\$450,000
6.3	Executive (Office of Economic Development)	Coronavirus Local Fiscal Recovery Fund (14000)	Business Services (BO-ED-X1D00)	\$1,000,000
6.4	Executive (Office of Economic Development)	Coronavirus Local Fiscal Recovery Fund (14000)	Business Services (BO-ED-X1D00)	\$7,500,000
6.5	Executive (Office of Economic Development)	Coronavirus Local Fiscal Recovery Fund (14000)	Business Services (BO ED X1D00)	\$2,000,000

6.6	Executive (Office of Economic Development)	Coronavirus Local Fiscal Recovery Fund (14000)	Business Services (BO ED X1D00)	\$2,000,000
6.7	Executive (Office of Economic Development)	Coronavirus Local Fiscal Recovery Fund (14000)	Business Services (BO ED X1D00)	\$7,500,000
6.8	Executive (Office of Arts & Culture)	Coronavirus Local Fiscal Recovery Fund (14000)	Arts and Cultural Programs (BO-AR-VA160)	\$3,000,000
6.9	Executive (Office of Economic Development)	Coronavirus Local Fiscal Recovery Fund (14000)	Business Services (BO-ED-X1D00)	\$300,000
6.10	Seattle Public Library	Coronavirus Local Fiscal Recovery Fund (14000)	The Seattle Public Library (BO-SPL)	\$1,100,000
6.11	Department of Education and Early Learning	Coronavirus Local Fiscal Recovery Fund (14000)	Post-Secondary Programs (BO-EE-IL300)	\$4,000,000
6.12	Human Services Department	Coronavirus Local Fiscal Recovery Fund (14000)	Supporting Affordability and Livability (BO-HS-H1000)	\$5,000,000
6.13	Department of Education and Early Learning	Coronavirus Local Fiscal Recovery Fund (14000)	Early Learning (BO-EE-IL100)	\$3,000,000
6.14	Human Services Department	Coronavirus Local Fiscal Recovery Fund (14000)	Supporting Affordability and Livability (BO-HS-H1000)	\$690,000
6.15	Human Services Department	Coronavirus Local Fiscal Recovery Fund (14000)	Supporting Safe Communities (BO-HS-H4000)	\$600,000
6.16	Human Services Department	Coronavirus Local Fiscal Recovery Fund (14000)	Preparing Youth for Success (BO-HS-H2000)	\$600,000
6.17	Human Services Department	Coronavirus Local Fiscal Recovery Fund (14000)	Promoting Public Health (BO-HS-H7000)	\$225,000
6.18	Human Services Department	Coronavirus Local Fiscal Recovery Fund (14000)	Addressing Homelessness (BO-HS-H3000)	\$1,300,000
6.19	Human Services Department	Coronavirus Local Fiscal Recovery Fund (14000)	Addressing Homelessness (BO-HS-H3000)	\$2,300,000
6.20	Executive (Office of Housing)	Coronavirus Local Fiscal Recovery Fund (14000)	Multifamily Housing (BO-HU-3000)	\$2,000,000
6.21	Human Services Department	Coronavirus Local Fiscal Recovery Fund (14000)	Addressing Homelessness (BO-HS-H3000)	\$7,500,000
6.22	Human Services Department	Coronavirus Local Fiscal Recovery Fund (14000)	Addressing Homelessness (BO-HS-H3000)	\$6,700,000
6.23	Executive (Office of Housing)	Coronavirus Local Fiscal Recovery Fund (14000)	Multifamily Housing (BO-HU-3000)	\$16,300,000
6.24	Human Services Department	Coronavirus Local Fiscal Recovery Fund (14000)	Addressing Homelessness (BO-HS-H3000)	\$500,000

6.25	Executive (Office of Arts & Culture)	Coronavirus Local Fiscal Recovery Fund (14000)	Public Art (BO-AR-2VMA0)	\$375,000
6.26	Seattle Center	Coronavirus Local Fiscal Recovery Fund (14000)	Campus (BO-SC-60000)	\$200,000
6.27	Seattle Department of Transportation	Coronavirus Local Fiscal Recovery Fund (14000)	ROW Management (BO-TR-17004)	\$300,000
6.28	Seattle Department of Transportation	Coronavirus Local Fiscal Recovery Fund (14000)	ROW Management (BO-TR-17004)	\$625,000
6.29	Seattle Parks and Recreation	Coronavirus Local Fiscal Recovery Fund (14000)	Recreation Facility Programs (BO-PR-50000)	\$1,600,000
6.30	Seattle Parks and Recreation	Coronavirus Local Fiscal Recovery Fund (14000)	Parks and Facilities Maintenance and Repairs (BO-PR-10000)	\$1,050,000
6.31	Seattle Parks and Recreation	Coronavirus Local Fiscal Recovery Fund (14000)	Recreation Facility Programs (BO-PR-50000)	\$500,000
6.32	Seattle Information Technology Department	Coronavirus Local Fiscal Recovery Fund (14000)	Applications (BO-IT-D0600)	\$225,000
6.33	Seattle Information Technology Department	Coronavirus Local Fiscal Recovery Fund (14000)	Applications (BO-IT-D0600)	\$6,000,000
6.34	Department of Finance and Administrative Services	Coronavirus Local Fiscal Recovery Fund (14000)	Facilities Services (BO-FA-FACILITY)	\$300,000
6.35	Department of Finance and Administrative Services	Coronavirus Local Fiscal Recovery Fund (14000)	Facilities Services (BO-FA-FACILITY)	\$1,300,000
6.36	Human Services Fund	Human Services Fund (16200)	Addressing Homelessness (BO-HS-H3000)	\$400,000
6.37	Seattle Information Technology Department	Coronavirus Local Fiscal Recovery Fund (14000)	Applications (BO-IT-D0600)	\$500,000
6.38	Executive (City Budget Office)	Coronavirus Local Fiscal Recovery Fund (14000)	City Budget Office (BO-CB-CZ000)	\$275,000
6.39	Executive (Office of Housing)	Low-Income Housing Fund (16400)	Multifamily Housing (BO-HU-3000)	\$12,220,684
TOTAL				\$101,48

Unspent funds so appropriated shall carry forward to subsequent fiscal years until they are exhausted or abandoned by ordinance.

Section 7. The appropriations for the following items in the 2021 Adopted Budget and project allocations in the 2021-2026 Adopted Capital Improvement Program are modified as follows:

Item	Department	Fund	Budget Summary Level	Additional Budget Appropriation	CIP Project Name
7.1	Seattle Department of Transportation	Coronavirus Local Fiscal Recovery Fund (14000)	Mobility-Capital (BC-TR-19003)	\$1,875,000	BMP - Greenways (MC-TR-C063)
Net Change				\$1,875,000	

These modifications shall operate for the purposes of decreasing or increasing the bases for the limit imposed by subsection 4(c) of Ordinance 126237.

Section 8. Statement of Intent. By establishing this Section 8, the Council and the Mayor express their policy intent to prioritize use of federal funds from the American Rescue Plan Act of 2021 to maintain programs and services that support the City’s public health response; provide critical resources to those disproportionately impacted by COVID-19, including Black, Indigenous, Latinx, and other communities of color, immigrants, the lesbian, gay, bisexual, transgender, queer, intersex, and asexual (LGBTQIA) community, women, low-income households, people experiencing homelessness or housing insecurity, and people who work in the creative economy; and invest in small and micro-businesses and workforce development. Investments will focus on addressing the ongoing health needs and both the short- and long-term economic and social impacts of the COVID-19 pandemic, building on and expanding the types of investments funded in the JumpStart Seattle COVID Relief Plan in 2020 and 2021. The City will prioritize opportunities to partner with local community-based organizations that are culturally relevant and historically rooted in, and founded by, communities that have been disproportionately impacted by COVID-19, and have organizational leadership, staff, and board composition that reflect the community they serve, for the purposes of direct grants and/or allocation of grants to community. The following policy intent shall guide the expenditures authorized in Sections 6 and 7 of this ordinance:

A. Section 6, line 6.3: \$1,000,000 to the Office of Economic Development (OED) to partner with the Port of Seattle to provide youth employment and paid internship opportunities targeting youth who are most underserved in our region between the ages of 16 to 24 years old, including Black, Indigenous, and other people of color (BIPOC). This funding will broaden the program to ensure that BIPOC organizations that provide culturally responsive pre-employment programming and support services with an emphasis on BIPOC youth or organizations that work with BIPOC youth qualify.

B. Section 6, lines 6.4 to 6.8: \$19,000,000 is allocated to OED and \$3,000,000 is allocated to the Office of Arts and Culture (ARTS) to promote recovery of small and micro-businesses, neighborhoods, and Downtown. Use of funds should focus on programs that will respond to the immediate harms of the pandemic and to mitigate its longer-term impact in compounding the systemic public health and economic challenges of disproportionately impacted populations. Funding will be prioritized to support businesses and non-profit organizations who have experienced barriers to accessing other financial assistance, such as the Paycheck Protection Program, and may be used to support innovative new businesses launched by BIPOC workers. Funds will be used to provide:

1. Grants to small and micro-businesses and non-profit organizations, to support reopening and recovery efforts, ensuring that arts and cultural organizations and businesses are eligible for longer-term financial support (Line 6.4).
2. Financial support for affordable commercial space, focusing on long-term leases, acquisition and tenant improvement to build community wealth (Line 6.5).
3. Technical assistance, with in-language support, for small and micro-businesses and non-profit organizations to help them continue to modify their business model in a post-COVID world. This will include, but is not limited to, assistance with renegotiating leases, renewing leases, refinancing back rent, and addressing any other lease- or landlord-related issues (Line 6.6).
4. Recovery grants to support neighborhood and Downtown activation, special events, and other

neighborhood-specific economic development priorities, with a focus on supporting equity business districts and neighborhood or business organizations that suffered financial hardship as a result of the pandemic. Of this amount, \$5,500,000 is allocated to neighborhoods and \$2,000,000 is for Downtown (Line 6.7).

5. Direct financial assistance to arts and cultural organizations and businesses (“the creative sector”), including stabilization grants and financial support for affordable commercial space (Line 6.8). ARTS will partner with OED to administer the proposed grant funding to arts and cultural organizations and businesses needing immediate funding to reopen, bring back their staff, and continue their critical contributions to the economic, cultural, and social vibrancy in Seattle.

C. Section 6, line 6.13: \$3,000,000 is allocated for additional compensation to supplement the wages of child care workers and other child care provider staff in recognition of the essential service they have provided during the pandemic and to help stabilize the child care industry, which is necessary not only for child care workers but also for the children and families they serve who otherwise may not be able to return to work without adequate and affordable childcare. Child care workers and provider staff typically earn low wages, yet they have continued to put themselves at risk during the pandemic by providing in-person care to children and families, including care for children attending school online, thereby enabling parents and caregivers to participate in the workforce. The premium pay may be distributed as a lump sum directly to child care workers and provider staff or may be allocated to providers for distribution to their employees.

D. Section 6, line 6.14: \$690,000 is allocated to support restaurants preparing free meals to those in need, while supporting local farms and producers and building long-term local supply chain relationships. Such funds should be used to contract with an organization, such as Seattle Good Business Network, that has supported these community kitchens throughout the COVID-19 pandemic.

E. Section 6, lines 6.15 and 6.16: \$1,200,000 is allocated to the Human Services Department to support a trauma-informed response to those most impacted by the COVID pandemic and the economic effects of public health directives. Six hundred thousand dollars is allocated to support programs for survivors of gender-

based violence, including at least \$85,000 for organizations which provide legal assistance for immigrant and refugee survivors of gender-based violence, such as King County Sexual Assault Resource Center and Northwest Immigrant Rights Project. Six hundred thousand dollars is allocated for programs supporting mental health and behavioral services for individuals, youth and families, including services provided at emergency shelters and supportive housing.

F. Section 6, line 6.17: \$225,000 is allocated to provide diapers to families in need. Such funds should be used to contract with an organization whose mission is to provide essential items to local children in need by collecting and distributing diapers, clothing, and equipment, such as WestSide Baby.

G. Section 6, line 6.24: \$500,000 is allocated to the Human Services Department (HSD) to support a six-month pilot to serve people experiencing homelessness who are living in recreational vehicles (RVs), such as a staffed safe parking lot, case management to move those living in RVs into permanent housing, services to meet the basic needs of RV residents utilizing the safe lot, or RV storage for households that accept housing or shelter placements. At least a portion of the funds are intended to support storage of RVs for households experiencing homelessness who accept housing or shelter placements.

H. Section 6, line 6.29: \$1,600,000 is allocated to Seattle Parks and Recreation (SPR) to support scholarships for child care services provided at SPR related facilities in the summer and fall of 2021, to support the opening of eight wading pools, seven days a week, from the end of June to Labor Day of 2021, and to support the Rec'N The Streets program offering recreational activities and mobile playgrounds at parks and in neighborhoods across Seattle..

I. Section 6, line 6.30: \$1,050,000 is allocated to SPR to support enhanced maintenance and custodial cleaning efforts (e.g., litter collection, comfort station cleaning visits, etc.) at parks, community centers, and other facilities expected to see heavy use in the spring, summer, and early fall of 2021.

J. Section 6, line 6.31: \$500,000 is provided to SPR to support expanded activation at parks that build community by providing cultural and recreational activities; and support artists and small businesses, including

food trucks or food carts and other vendors, as they rebuild after the pandemic. This effort could serve as a model to be funded with future JumpStart Seattle economic resiliency funding.

K. Section 6, lines 6.32 and 6.38: \$500,000 is allocated to measure and evaluate the impacts of the City's recovery investments; lead a data disaggregation pilot to better understand resident needs and assets; implement a cohesive common application tool for new and existing City recovery investments; and provide centralized marketing and compensation for Community-Based Organizations (CBOs) to increase awareness of recovery programs among under-resourced communities. This should include establishing an Equitable Recovery Evaluation Pilot intended to prioritize racial equity in investment strategies, program development, and impact assessment, and to identify best practices to deepen the impact of City recovery investments. The pilot program will work with partners to set citywide best practices for disaggregating data in line with City data privacy principles. In addition, the pilot will select at least three investment areas and use data disaggregated by race and ethnicity to determine appropriate investment priorities; collaborate with impacted communities for program development and deployment; and use collected data to evaluate program effectiveness in serving most impacted communities. At the end of the evaluation period, a report with lessons learned and policy implications will be developed for application to a broader range of City programs and departments. The pilot program will be based on implementation of a cohesive common application tool that reduces time and effort for residents to find and apply for recovery funds. This tool collects applicant data centrally, making it possible to evaluate investments across the City, including the pilot program.

L. Section 6, line 6.36: \$400,000 is allocated to the Human Services Department to support the operation of new tiny home villages. These funds will be provided in concert with \$2 million for tiny home villages in the State 2021-2023 Capital Budget and unspent appropriations from Council Budget Actions HOM-008-B-002 and HOM-009-B-002 in the 2021 Adopted Budget to ensure that initial operational funds are available to establish more than three tiny home villages supported by the State's capital funding. The Human Services Department should conduct its work to assess locations for tiny home villages, including initial

community engagement, examination of environmental hazards, and estimates for site improvements, with the assumption that no fewer than nine new tiny home villages will be supported by the funds discussed above, additional future appropriations, or by private donations.

Section 9. Future Actions. By establishing this Section 9, the Council and the Mayor express their policy intent to implement via future legislation the following:

A. The City, through this appropriations bill and future bills, will use CLFR and HOME funds to provide the Office of Housing (OH) at least \$60,000,000 in funding for loans to affordable housing providers to acquire properties that support or create permanent affordable housing. OH shall prioritize acquisitions that result in new units of permanent supportive housing and housing serving households at or below 50 percent of Area Median Income. OH should also prioritize the acquisition of multifamily rental housing projects that are under construction. In addition, when loaning funds for acquiring properties, OH will prioritize working with local, community-based, non-profit organizations that are culturally relevant and historically rooted, and have organizational staff and board composition that seek to reflect the community they serve, for the purposes of direct grants and/or allocation of grants to community, particularly when an acquisition is located in an area that is at high risk for displacement. The OH Director may use funds to support up to 100 percent of the acquisition costs while maximizing leverage from other fund sources.

B. The City anticipates receiving an additional \$7,400,000 of ARPA funds from the Washington State Department of Human Services, of which at least \$1,500,000 is intended to increase contracts for contracted providers serving seniors in 2021, with a focus on addressing senior isolation and other impacts of the pandemic.

C. The City, through a future appropriation bill, will use federal funds or other resources for the Seattle Department of Transportation (SDOT) to make the Alki Point, Green Lake, and Lake Washington Boulevard Keep Moving Streets permanent. For the Green Lake Keep Moving Street, SDOT should consider installing a two-way protected bike lane on West Green Lake Way North and complete a connected bike lane around Green

Lake. This will include resources to conduct equitable community outreach, prioritizing input from communities disproportionately impacted by COVID-19, including: Black, Indigenous, Latinx, and other communities of color; immigrants and refugees; and people with disabilities, before making final decisions on (1) if permanent changes will be made at all three locations, and, (2) if permanent changes are recommended, how and what permanent changes would be implemented

Section 10. This ordinance imposes the following provisos:

- A. “No more than \$2 million appropriated in the 2021 budget for the Office of Economic Development’s Business Services (BO-ED-X1D00) Budget Summary Level may be spent for recovery grants to support Downtown activation, special events, and other Downtown-specific economic development priorities. Grant funding shall prioritize equity business districts as well as business and neighborhood districts that suffered financial hardship due to the COVID-19 civil emergency.”
- B. “No more than \$5.5 million appropriated in the 2021 budget for the Office of Economic Development’s Business Services (BO-ED-X1D00) Budget Summary Level may be spent for recovery grants to support neighborhood activation, special events, and other neighborhood-specific economic development priorities. Grant funding shall prioritize equity business districts as well as business and neighborhood districts that suffered financial hardship due to the COVID-19 civil emergency.”

Section 11. Ratify and Confirm. Any act taken by the City pursuant to the authority and in compliance with the conditions of this ordinance but prior to its effective date is ratified and confirmed.

Section 12. 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 _____ day of _____, 2021, and signed by me in open session in authentication of its passage this ____ day of _____, 2021.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2021.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2021.

Monica Martinez Simmons, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
LEG	Aly Pennucci / 8-8148	William Chen / 233-7274

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title: AN ORDINANCE related to the City’s response to the COVID-19 crisis; creating a new Fund in the City Treasury; amending Ordinance 126237, which adopted the 2021 Budget, including the 2021-2026 Capital Improvement Program (CIP); accepting funding from non-City sources; changing appropriations to various departments and budget control levels, and from various funds in the 2021 Budget; revising project allocations for certain projects in the 2021-2026 CIP; modifying or adding provisos; and ratifying and confirming certain prior acts.

Summary and background of the Legislation: In response to the ongoing COVID-19 pandemic public health emergency and resulting economic downturn, the U.S. Congress passed, and the President signed, the American Rescue Plan Act of 2021 (ARPA) in March 2021. While ARPA provided some direct assistance to the American people, it also contained support for state and local governments to provide existing and expanded responsive services.

This legislation creates a few Fund in the City Treasury for the deposit and spending of ARPA dollars. A new fund is needed for the City to manage and maintain accurate accounting and reporting to the federal government required of the large and complex sum of Coronavirus Local Fiscal Recovery (CLFR) Fund expenditures. Without this new fund, tracking the CLFR funds and reporting on spending to the granting authority will be very difficult, thus jeopardizing the funds themselves.

It also accepts \$116 million of CLFR Funds allocated to the City in 2021 and \$12.2 million of HOME Funds contained in ARPA. This legislation appropriates approximately \$103.4 million of those funds – subsequent legislation will accept and address spending for the CLFR funds the City will receive in 2022.

The funds are appropriated as follows (the item number corresponds to the items in the Council Bill/Ordinance):

Community Recovery: \$23,500,000

6.1 Seattle Department of Human Resources \$50,000 (HR Services (BO-HR-N6000))
This item supports employment pathways, investments in City apprenticeship, internship, and mentoring programs and other supports structured to improve equity at higher pay levels within City government.

6.2 Department of Finance and Administrative Services \$450,000 (City Purchasing and Contracting (BO-FA-CPCS))

This item provides additional funding to existing pre-apprenticeship programs (e.g., Priority Hire), including wrap-around services and retention programs.

6.3 Office of Economic Development \$1,000,000 (Business Services (BO-ED-X1D00))

This item provides funding for a partnership with the Port of Seattle to provide youth employment and paid internship opportunities targeting BIPOC youth who are most underserved in our region between the ages of 16 to 24 years old. This funding will broaden the program to ensure that BIPOC organizations that provide culturally responsive pre-employment programming and support services with an emphasis on BIPOC youth or organizations that work with BIPOC youth qualify.

6.4 Office of Economic Development \$7,500,000 (Business Services (BO-ED-X1D00))

This item provides funding for direct financial assistance to individual small businesses and organizations impacted by COVID.

6.5 Office of Economic Development \$2,000,000 (Business Services (BO-ED-X1D00))

This item provides funding for commercial affordability support to small and micro-businesses.

6.6 Office of Economic Development \$2,000,000 (Business Services (BO-ED-X1D00))

This item provides funding for technical support to small and micro-businesses.

6.7 Office of Economic Development \$7,500,000 (Business Services (BO-ED-X1D00))

This item provides funding for recovery grants to support activation, special events, cleanup, and other neighborhood-specific economic development priorities. Of this amount, \$5,500,000 is for neighborhoods and \$2,000,000 is for Downtown.

6.8 Office of Arts and Culture \$3,000,000 (Arts and Cultural Programs (BO-AR-VA160))

This item provides funding for direct financial assistance for arts and cultural organizations and businesses, other community organizations to provide COVID-related relief and facilities support.

Community Well-Being: \$16,015,000

6.9 Office of Economic Development \$300,000 (Business Services (BO-ED-X1D00)) This appropriation focused on digital equity will provide computers and subsidized wi-fi to individuals disproportionately impacted by COVID-19. This plan includes distribution and digital literacy assistance that will enable them to access career services and training for reemployment.

6.37 Seattle Information Technology Department \$500,000 (Applications (BO-IT-D0600)) This item will fund digital equity programs such as the Technology Matching Fund, increasing affordable internet connectivity in high needs areas, or providing assistance to residents needing help with basic use of computers, internet, and online services and applications.

6.10 Seattle Public Libraries \$1,100,000 (Library Program and Services (BO-SPL))

This item will restore Library operating hours to pre-pandemic levels. General Fund support for operating hours was reduced in the 2021 Adopted Budget to alleviate the revenue shortfall anticipated as a result of the COVID-19 public health emergency.

6.11 Department of Education and Early Learning \$4,000,000 (Post-Secondary Programs (BO-EE-IL300))

This item provides support for equity-focused and data-driven enhancements to the Seattle Promise program.

6.12 Human Services Department \$5,000,000 (Supporting Affordability and Livability (BO-HS-H1000))

This item provides funding to increase to the Human Services Department's Community Facilities / Child Care Bonus Programs to support development or expansion of child care facilities. Existing resources for childcare facilities are limited.

6.13 Department of Education and Early Learning \$3,000,000 (Early Learning (BO-EE-IL100))

This item provides funding to supplement the wages of child care workers and other child care provider staff in recognition of the essential service they have provided during the pandemic. Child care workers and provider staff typically earn low wages, yet they have continued to put themselves at risk during the pandemic by providing in-person care to children and families, including care for children attending school online, thereby enabling parents and caregivers to participate in the workforce.

6.14 Human Services Department \$690,000 (Supporting Affordability and Livability (BO-HS-H1000))

This item provides funding to contract with an organization that directly funds restaurants to prepare free meals to those in need, while supporting local farms and producers and building long-term local supply chain relationships.

6.15 Human Services Department \$600,000 (Supporting Safe Communities (BO-HS-H4000))
Investments in gender-based violence response services

This item provides funding to support programs for survivors of gender-based violence, particularly programs impacted by Federal reductions in Victims of Crime Act (VOCA) funds, including at least \$85,000 for organizations which provide legal assistance for immigrant and refugee survivors of gender-based violence, such as King County Sexual Assault Resource Center and Northwest Immigrant Rights Project.

6.16 Human Services Department \$600,000 (Preparing Youth for Success (BO-HS-H2000))
Investments in mental health services for individuals, youth, families

This item provides funding to expand contracts for programs supporting mental health and behavioral services for individuals, youth and families, including services provide at emergency shelters and supportive housing, such as services provide by organizations such as YouthCare.

6.17 Human Services Department \$225,000 (Promoting Public Health (BO-HS-H7000))

This item provides funding to diapers to families in need through a contract with an organization whose mission is to provide essential items to local children in need by collecting and distributing diapers, clothing, and equipment, such as WestSide Baby.

Housing/Homelessness: \$49,220,684

6.18 Human Services Department \$1,300,000 (Addressing Homelessness (BO-HS-H3000))

This item provides diversion funding for those persons experiencing homelessness.

6.19 Human Services Department \$2,300,000 (Addressing Homelessness (BO-HS-H3000)) This item provides funding for homelessness service providers to build capacity in their programs to ensure support of high-acuity clients, long-term stability of organizations and higher achievement of performance outcomes.

6.20 Office of Housing \$2,000,000 (Multifamily Housing (BO-HU-3000))

This item provides funding for existing permanent supportive housing (PSH) and non-PSH affordable housing providers to ensure support of highly vulnerable and low-income populations, and provide stabilization to organizations so they may continue to operate effectively and develop new projects in the years ahead.

6.21 Human Services Department \$7,500,000 (Addressing Homelessness (BO-HS-H3000))

This item provides funding to support non-congregate shelter and intensive support services for chronically homeless individuals.

6.22 Human Services Department \$6,700,000 (Addressing Homelessness (BO-HD-H3000))

This item provides funding for rapid rehousing programs.

6.23 Office of Housing \$16,300,000 (Multifamily Housing (BO-HU-3000))

This item provides funding to acquire properties that support or create permanent affordable housing.

6.24 Human Services Department \$500,000 (Addressing Homelessness (BO-HD-H3000))

This item provides funding to support a six-month pilot to serve people experiencing homelessness who are living in recreational vehicles (RVs), such as a staffed safe parking lot, case management to move those living in RVs into permanent housing, services to meet the basic needs of RV residents utilizing the safe lot, or RV storage for households that accept housing or shelter placements. At least a portion of the funds are intended to support storage of RVs for households experiencing homelessness who accept housing or shelter placements.

6.36 Human Services Department \$400,000 (Addressing Homelessness (BO-HS-H3000))

This item provides funding to increase resources to support the operation, maintenance, and services for new tiny house villages. These funds will be provided in concert with \$2 million for tiny home villages in the State 2021-2023 Capital Budget and unspent appropriations from Council Budget Actions HOM-008-B-002 and HOM-009-B-002 in the 2021 Adopted Budget to

ensure that initial operational funds are available to establish more than three tiny home villages supported by the State's capital funding

6.39 Office of Housing \$12,220,684 (Multifamily Housing (BO-HU-3000))

This item provides funding for permanent housing using HOME Funds.

Community Assistance & Programming: \$7,025,000

6.25 Office of Arts & Culture \$375,000 (Public Art (BO-AR-2VMA0))

This item provides support for the Created Commons program which will employ artists to provide cultural performances and activate public spaces Downtown and in other neighborhoods.

6.26 Seattle Center \$200,000 (Campus (BO-SC-60000))

This item will support summer and fall activation at the Seattle Center campus, including outdoor movies and other public events.

6.27 Seattle Department of Transportation \$300,000 (ROW Management (BO-TR-17004))

This item funds the costs associated with "Safe Starts" outdoor dining and retail permits and other public space permits to support recovery, allowing SDOT to offer these permits at no cost to businesses for 2021.

6.28 Seattle Department of Transportation \$625,000 (ROW Management (BO-TR-17004)) This proposal would fund the necessary work to make permanent the current temporary "Stay Healthy Streets" program. This work would include permanent signage and minor modifications to greenways. This represents the operational costs of item 7.1, which appropriates capital costs

6.29 Seattle Parks and Recreation \$1,600,000 (Recreation Facility Programs (BO-PR-50000))

This proposal provides resources to invest in community programming including scholarships for summer childcare, community center operations/programming, wading pools, and the Rec'N The Streets program.

6.30 Seattle Parks and Recreation \$1,050,000 (Parks and Facilities Maintenance and Repairs (BO-PR-10000))

This proposal provides resources for SPR to safely support community use of public parks and open space including enhanced maintenance and custodial cleaning efforts (e.g., litter collection, comfort station cleaning visits, etc.) as these parks, community centers and other facilities are expected to see heavy use in spring, summer and early fall. Funds also support summer nighttime closures at Alki and Golden Gardens Beaches.

6.31 Seattle Parks and Recreation \$500,000 (Recreation Facility Programs (BO-PR-50000))

This item will support expanded activation at parks that builds community by providing cultural and recreational activities; and support artists and small businesses, including food trucks or food carts and other vendors, as they rebuild after the pandemic. This effort could serve as a model to be funded with future Jumpstart economic resiliency funding.

6.32 Seattle Information Technology Department \$225,000 (Applications (BO-IT-D0600))
This item provides support for optimization of existing City affordability investments, and implementation of a unified application tool for those investments. There is a related item in the City Budget Office, 6.35.

6.38 City Budget Office \$275,000 (City Budget Office (BO-CB-CZ000))
This item provides support for conducting impact analysis and evaluation of the City's recovery investments, optimization of existing City affordability investments, and implementation of a unified application tool for those investments. There is a related item in the Seattle Information Technology Department, 6.29.

7.1 Seattle Department of Transportation \$1,875,000 (Mobility-Capital (BC-TR-19003)) This proposal would fund the necessary work to make permanent the current temporary "Stay Healthy Streets" program. This work would include permanent signage and minor modifications to greenways. This represents the capital costs of item 6.25, which appropriates operational costs.

Supporting City Services and Workers: \$7,600,000

6.33 Seattle Information Technology Department \$6,000,000 (Applications (BO-IT-D0600))
This appropriation will enable Seattle IT to provide critical IT infrastructure needs by purchasing devices, enhancing cybersecurity, and supporting increased demand for IT services due to increased teleworking. Funding will also be used to support digital equity, including an additional \$330,000 for the Technology Matching Fund.

6.34 Department of Finance and Administrative Services \$300,000 (Facilities Services (BO-FA-FACILITY))
This item provides support for enhanced cleaning of City buildings which will be needed when service centers and offices reopen.

6.35 Department of Finance and Administrative Services \$1,300,000 (Facilities Services (BO-FA-FACILITY))
This item provides funding for updated signage, air filtration, space reconfiguration, and other supplies in City offices.

2. CAPITAL IMPROVEMENT PROGRAM

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

Please see item 7.1 above for a description of the CIP amendment.

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? X Yes No

Appropriation change (\$):	General Fund \$		Other \$	
	2021	2022	2021	2022
			\$103,360,684	
Estimated revenue change (\$):	Revenue to General Fund		Revenue to Other Funds	
	2021	2022	2021	2022
	\$25,000,000		\$103,391,498	
Positions affected:	No. of Positions		Total FTE Change	
	2021	2022	2021	2022

Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?
 Strategic use of Rescue Plan Act funds will allow Seattle to rebound and recover from the COVID-19 pandemic and resulting economic downturn. This is likely to result in higher City tax revenues than if these funds are not accepted and appropriated.

Is there financial cost or other impacts of *not* implementing the legislation?
 Yes, grant funds provided to the City from the federal government will go unaccepted and unspent.

3.a. Appropriations

X This legislation adds, changes, or deletes appropriations.

See the list of items above for changes to appropriations.

Is this change one-time or ongoing?
 One-time.

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	2021 Revenue	2022 Estimated Revenue
Coronavirus Local Recovery Fund (14000)	FG	U.S. Federal Coronavirus Local Fiscal Recovery Funds	\$91,170,814	\$116,170,814
General Fund (00100)	FG	U.S. Federal Coronavirus Local Fiscal Recovery Funds	\$25,000,000	
Low-Income Housing Fund (16400)	OH	Federal HOME Funds	\$12,220,684	
TOTAL			\$128,391,498	

Is this change one-time or ongoing?
 One-time.

3.c. Positions

This legislation adds, changes, or deletes positions.

4. OTHER IMPLICATIONS

- a. **Does this legislation affect any departments besides the originating department?**
 This budget bill will impact several City departments. Those departments are listed in the appropriations sections above.
- b. **Is a public hearing required for this legislation?**
 No.
- c. **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**
 No.
- d. **Does this legislation affect a piece of property?**
 No.
- e. **Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?**

According to a [Seattle Foundation report](#) from July 2020, “BIPOC communities have been particularly impacted by the COVID-19 economic crisis for three primary reasons (1)

overrepresentation in vulnerable jobs, (2) inequitable hiring and firing practices, and (3) barriers to receiving small business aid.” BIPOC patients have also had worse health outcomes during the pandemic, including higher per-capita cases, hospitalization, and death rates. There are many factors contributing to this, such as poor access to health care, including culturally competent care, distrust of the health care system, and living in multi-generational households. Upstream of these outcomes are factors like living in neighborhoods with worse environments, lacking adequate food access, underinvestment in schools, and access to good jobs. All of these conditions can be traced to historic and current racist institutional policies, practices, and laws.

BIPOC respondents, especially Black and Hispanic respondents, in a Washington State Department of Health [survey](#) of King County residents reported significantly worse impacts from the pandemic across all the above dimensions and more. Native Hawaiian/Pacific Islander COVID case rates were the highest among all ethnic groups in King County when disaggregated from the Asian category.

This deployment of federal funds is meant to address the impacts of COVID-19, and the Mayor and City Council have put together a package with a lot of items across different categories of spending. Prior to the pandemic there were already deep inequities in our city. The pandemic has exacerbated these inequities, and this bill attempts to address them with the funding package, and not exacerbate them. This bill, combined with other City COVID-related efforts, makes strategic investments in our small businesses, child care, low-income housing, education, youth programs, job retraining and apprenticeships, resources for people experiencing homelessness, meals for vulnerable populations, as well as supporting the City’s efforts to provide free COVID-19 testing and vaccines.

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

No.

2. 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.

No.

g. 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)?

N/A

List attachments/exhibits below:



Legislation Text

File #: CB 120094, Version: 2

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE related to the City’s response to the COVID-19 crisis; amending Ordinance 126237, which adopted the 2021 Budget; changing appropriations to various departments and budget control levels, and from various funds in the Budget; imposing provisos; and ratifying and confirming certain prior acts, all by a 3/4 vote of the City Council.

WHEREAS, the World Health Organization (WHO) has declared that the Coronavirus Disease 2019 (COVID-19) is a global pandemic, which is particularly severe in high-risk populations such as people with underlying medical conditions and the elderly, and the WHO has raised the health emergency to the highest level requiring dramatic interventions to disrupt the spread of this disease; and

WHEREAS, on February 29, 2020, the Washington Governor issued Proclamation 20-05, proclaiming a state of emergency for all counties throughout the state of Washington in response to new cases of COVID-19; and

WHEREAS, in response to outbreaks of COVID-19 in Seattle, Mayor Jenny Durkan proclaimed a civil emergency exists in Seattle in the Mayoral Proclamation of Civil Emergency dated March 3, 2020; and

WHEREAS, on March 5, 2020, the City Council adopted Resolution 31937 affirming the civil emergency, modifying orders transmitted by the Mayor related to the emergency, and establishing Council’s expectations related to future orders and reporting by the Mayor during the civil emergency; and

WHEREAS, on March 23, 2020, the Governor issued a “Stay Home, Stay Healthy” order, which, combined with other measures taken to prevent the transmission of COVID-19, effectively closed many businesses in the state of Washington; and

WHEREAS, local companies have reported laying off employees, experiencing substantial revenue losses, dealing with lost business due to fear and stigma, and seeing major declines in foot traffic as tens of thousands of employees are being asked to work from home; and

WHEREAS, the immediate economic impacts from the COVID-19 emergency have been drastic and are expected to last much longer than the civil emergency itself; and

WHEREAS, these impacts are being felt across all industry sectors, including retail, restaurant, hospitality, transportation, logistics, arts, and culture; and

WHEREAS, many people in Seattle continue to struggle with the impacts of the COVID-19 public health emergency and the measures taken to prevent its spread, including unemployment, housing insecurity, and food insecurity; and

WHEREAS, many of the impacts of the COVID-19 pandemic and resulting economic downturn are being felt disproportionately by Black, Latinx, Indigenous, and other communities of color; and

WHEREAS, undocumented immigrants are not eligible for unemployment insurance, health insurance through the Affordable Care Act, Medicare, many Medicaid programs, or many other social support programs; and

WHEREAS, The City of Seattle (“City”) recognizes that direct cash assistance to low-income people benefits the greater economy and allows people to make decisions about immediate needs; and

WHEREAS, there remains significant unmet need that is best addressed by providing direct cash assistance to the people of Seattle; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. In order to pay for necessary costs and expenses incurred or to be incurred in 2021, but for which insufficient appropriations were made due to causes that could not reasonably have been foreseen at the time of the making of the 2021 Budget, appropriations for the following items in the 2021 Budget are increased from the funds shown, as follows:

Item	Fund	Department	Budget Summary Level	Amount
1.1	General Fund (00100)	Executive (Office of Immigrant and Refugee Affairs)	Office of Immigrant and Refugee Affairs (BO-IA-X1N00)	\$25,000,000
Total				\$25,000,000

Of the funding appropriated to the Office of Immigrant and Refugee Affairs (BO-IA-X1N00) Budget Summary Level in the 2021 Adopted Budget, \$25,000,000 shall be used (1) for direct financial assistance to Seattle’s low-income households who have experienced the economic impacts caused by the COVID-19 crisis and those disproportionately impacted by the COVID-19 public health crisis, and (2) to advise potential recipients of this temporary financial assistance to ensure it will not impact the recipients’ eligibility for, or result in loss of, any other income-tested benefits. Prior to the expenditure of any funds for direct financial assistance, the Executive will partner with Community-Based Organizations (CBOs) who have a history of trust and success in reaching historically underserved communities, including immigrant and refugee communities, Black, Latinx, and Indigenous communities, and other communities of color, to provide such assistance, and CBOs who have experience and success in reaching artists and other people who work in the creative industry. The City will prioritize partnering with CBOs that are culturally relevant and historically rooted in, and founded by, communities that have been disproportionately impacted by COVID-19, and have organizational leadership, staff and board composition that reflect the communities they serve, for the purposes of direct grants and/or allocation of grants to communities. CBOs will determine eligibility, including criteria to confirm income eligibility, prioritizing those who experience structural or institutional barriers to accessing support from the government (e.g., language barriers, risk of deportation), and those communities who have been disproportionately impacted by the COVID-19 crises, including artists and other people who work in the creative sector. Requests for documentation of eligibility shall comply with Seattle Municipal Code Section 4.18.015, shall not impose an unnecessary burden on those applying for assistance, and shall not unnecessarily delay the approval and distribution process. Undocumented noncitizens and other noncitizens shall be eligible

to receive these funds.

Section 2. Any act consistent with the authority of this ordinance taken after its passage and prior to its effective date is ratified and confirmed.

Section 3. 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 a 3/4 vote of all the members of the City Council the _____ day of _____, 2021, and signed by me in open session in authentication of its passage this _____ day of _____, 2021.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2021.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2021.

Monica Martinez Simmons, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
LEG / CBO	Aly Pennucci / 48148	William Chen / 206-233-7274

* Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.

1. BILL SUMMARY

Legislation Title: AN ORDINANCE related to the City’s response to the COVID-19 crisis; amending Ordinance 126237, which adopted the 2021 Budget; changing appropriations to various departments and budget control levels, and from various funds in the Budget; imposing provisos; and ratifying and confirming certain prior acts, all by a 3/4 vote of the City Council.

Summary and background of the Legislation: In response to the ongoing COVID-19 pandemic public health emergency and resulting economic downturn, giving people in Seattle direct cash assistance can immediately provide flexible relief that they can use toward whatever best addresses their needs. Because not every household faces the same challenges, this flexibility is beneficial in making the assistance provided by the City most effective.

This bill appropriates \$25 million of General Fund to the Office of Immigrant and Refugee Affairs (OIRA). OIRA previously contracted with a CBO to establish the Seattle Disaster Relief Fund and pay out cash assistance awards to immigrants and refugees who were not eligible for federal relief checks and unemployment insurance. This new appropriation would allow OIRA to contract with additional CBOs to run a new round of applications and awards that prior recipients would be eligible to apply for again as well as new applicants. While the first round of relief targeted exclusively immigrant and refugee families, this round will be open to all low-income families of Seattle, with an emphasis on communities disproportionately impacted by COVID-19, including immigrant and refugee families and by Black, Latinx, Indigenous, and other communities of color, and workers in the creative industry.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? X Yes ___ No

Appropriation change (\$):	General Fund \$		Other \$	
	2021	2022	2021	2022
	\$25,000,000			
Estimated revenue change (\$):	Revenue to General Fund		Revenue to Other Funds	
	2021	2022	2021	2022

Positions affected:	No. of Positions		Total FTE Change	
	2021	2022	2021	2022

Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?
 Strategic deployment of assistance will allow Seattle to rebound and recover from the COVID-19 pandemic and resulting economic downturn. This is likely to result in higher City tax revenues than if these funds are not accepted and appropriated.

Is there financial cost or other impacts of *not* implementing the legislation?
 No.

3.a. Appropriations

This legislation adds, changes, or deletes appropriations.

Fund Name and number	Dept	Budget Control Level Name/##*	2021 Appropriation Change	2022 Estimated Appropriation Change
General Fund (00100)	OIRA	Office of Immigrant and Refugee Affairs (BO-IA-X1N00)	\$25,000,000	
TOTAL			\$25,000,000	

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

Is this change one-time or ongoing?
 One-time.

3.b. Revenues/Reimbursements

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

3.c. Positions

This legislation adds, changes, or deletes positions.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?
 This budget bill will provide additional appropriations to the Office of Immigrant and Refugee Affairs.

b. Is a public hearing required for this legislation?

No.

c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

No.

d. Does this legislation affect a piece of property?

No.

e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?

This legislation would provide cash assistance to those who have been hardest hit by the pandemic. This flexible aid will improve their ability to survive the pandemic and to make it through in a stronger position than they would without it.

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

No.

2. 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.

No.

g. 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).

N/A

List attachments/exhibits below:



Legislation Text

File #: CB 120101, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to housing for low-income households; adopting the Housing Levy Administrative and Financial Plan for program years 2021-2023; adopting Housing Funding Policies for the 2016 Housing Levy and other fund sources; authorizing actions by the Director of Housing regarding past and future housing loans and contracts; and ratifying and confirming certain prior acts.

WHEREAS, pursuant to Ordinance 125028, in 2016 Seattle voters approved the levy of property taxes for the purpose of financing and supporting housing for low-income households (“Housing Levy”); and

WHEREAS, Ordinance 125028 provides for periodic adoption by the City Council of an Administrative and Financial Plan for programs funded by the 2016 Housing Levy; and

WHEREAS, related market conditions and policies and funding at the federal, state, and local levels change rapidly, requiring reasonably flexible approaches to affordable housing development and rehabilitation; and

WHEREAS, in 2017 City Council adopted an Administrative and Financial Plan for program years 2017 and 2018, by Ordinance 125308; and

WHEREAS, in 2019 City Council adopted an Administrative and Financial Plan for program years 2019 and 2020, by Ordinance 125852; and

WHEREAS, the Office of Housing, with the Housing Levy Oversight Committee, has developed policies for Housing Levy programs for 2021-2023; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The City Council adopts the 2016 Seattle Housing Levy Administrative and Financial Plan

for program years 2021-2023, attached to this ordinance as Exhibit A (“A&F Plan”). The A&F Plan incorporates the Housing Funding Policies attached to this ordinance as Exhibit B (“Funding Policies”), except those policies that specifically apply only to fund sources other than the 2016 Housing Levy and except as otherwise stated in the A&F Plan or Funding Policies.

Section 2. The City Council adopts the Funding Policies attached to this ordinance as Exhibit B. The Funding Policies supersede the Housing Funding Policies adopted by Ordinance 125852 (“2019-2020 Policies”) except as provided in Section 4 of this ordinance. The Funding Policies authorize certain actions and approvals by the Housing Director regarding loans and contracts made under the Funding Policies and those made under prior plans, policies, and ordinances. That authority is granted in addition to, and not in limitation of, any authority under prior plans, policies, and ordinances.

Section 3. The A&F Plan and Funding Policies are intended to provide policy direction for the implementation of programs funded by the 2016 Housing Levy, and for the use of other housing funds to the extent provided in Exhibit B to this ordinance, and to provide authority for the Office of Housing and the Human Services Department, but not to confer any legal rights or entitlements on any persons, groups, or entities.

Section 4. The A&F Plan and Funding Policies are effective as of January 1, 2021, and shall remain in effect until amended or superseded by ordinance, except as provided in this section. Any actions on or after January 1, 2021, conforming to the A&F Plan and Funding Policies, as applicable, are ratified and confirmed. The terms of the A&F Plan and Funding Policies shall not require changes to the terms, or to the implementation, of any contract in effect prior to the effective date of this ordinance. The Director of Housing may implement funding awards made prior to January 1, 2021, in a manner consistent with policies in effect when the related notice of funding availability was issued or the application was submitted, whether or not there is a binding agreement prior to the effective date of this ordinance, anything in the A&F Plan or Funding Policies notwithstanding. However, with the agreement of the borrower or applicant, the Director of Housing

may apply provisions of the A&F Plan, or Funding Policies, that are not specific to the 2016 Housing Levy, to agreements implementing such previous funding awards, and any provisions of any agreement or amendment conforming to those provisions are ratified and confirmed.

Section 5. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or any exhibit to this ordinance, or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of any other provisions of this ordinance or its exhibits, or the validity of their application to other persons or circumstances.

Section 6. Subject to Section 4 of this ordinance, 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 _____ day of _____, 2021, and signed by me in open session in authentication of its passage this _____ day of _____, 2021.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2021.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2021.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Exhibit A - Seattle Housing Levy Administrative & Financial Plan Program Years 2021-2023, as amended

Exhibit B - Housing Funding Policies, as amended

SEATTLE HOUSING LEVY ADMINISTRATIVE & FINANCIAL PLAN

Program Years 2021-2023

(As adopted by Ordinance 125308
and amended by Ordinance 125852 in 2019
and amended by Ordinance _____ in 2021)



Seattle
Office of Housing

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1. INTRODUCTION

The 2016 Seattle Housing Levy authorizes an estimated \$290 million over a 7-year period to provide, produce, and/or preserve affordable housing in Seattle and to assist low-income Seattle residents. The Levy funds five programs:

1. Rental Production and Preservation
2. Operating and Maintenance
3. Homeownership
4. Acquisition and Preservation (NOTE: there is not a separate allocation for this program; uses funds not yet required for disbursement for other Levy programs)
5. Homelessness Prevention and Housing Stability Services

The 2016 Housing Levy, approved by Seattle voters in August 2016, authorized increased property tax levies authorized for seven years, from 2017 through 2023. The Office of Housing (OH) administers all 2016 Seattle Housing Levy programs except the Homelessness Prevention and Housing Stability Program, which is administered by the Human Services Department.

Ordinance 125028, passed by City Council on May 2, 2016, placed the Levy proposition on the August ballot and directed OH to prepare a Levy Administrative and Financial Plan (A & F Plan) every two years beginning in 2017. The ordinance calls for the A & F Plan to include, among other things, amounts allocated to programs, criteria for selecting projects, guidelines for loans or grants, and requirements for project sponsors. The A & F Plan may also include other information as the Mayor or Housing Director may deem appropriate or the City Council may request.

The Levy A & F Plan is adopted by City Council by ordinance, with such modifications as the City Council may require. A draft A & F Plan is first developed by OH with input and assistance of working groups that include representatives of housing providers, the Seattle Housing Authority, business, groups addressing homeless and other human service issues, and other interested community members. The Housing Levy Oversight Committee reviews the draft and makes recommendations to the Mayor and City Council.

This A & F Plan governs implementation of Housing Levy programs in 2017 and 2018 and will remain in effect until amended or superseded by ordinance. This A & F Plan incorporates policies for the Housing Levy Homelessness Prevention and Housing Stability Services Program that were adopted by City Council in Ordinance 125217, passed on November 28, 2016. It incorporates the Housing Funding Policies (Funding Policies), except to the extent that provisions of the Funding Policies apply only to fund sources other than the 2016 Housing Levy. The contents of this A & F Plan are not intended to confer any legal rights on actual or potential project borrowers, applicants, or other persons.

Capitalized terms used in this A & F Plan that are defined in the Funding Policies have the meanings set forth in the Funding Policies unless the context otherwise requires. The terms of this Plan are subject to revision by ordinance and to the effect of applicable laws, regulations, and ordinances. To the extent

that the terms of this A & F Plan, including incorporated terms of the Housing Funding Policies, may be considered to add to or change any of the programs as described in Exhibit A to Ordinance 125028, the adoption of this A & F Plan makes those additions to and changes in programs.

The 2016 Housing Levy provides critical resources to address City housing priorities:

- It provides funding for homelessness prevention and housing stability services, as well as capital and operating funding for supportive housing and other affordable housing serving households who are homeless or at risk of homelessness, to implement Seattle's Pathways Home Initiative.
- It provides funding for affordable housing that helps prevent displacement of low-income residents and is an essential component of equitable development in Seattle communities.
- It is a cornerstone of the Housing Affordability and Livability Agenda (HALA) implementation, helping the City to meet the goal of producing or preserving 20,000 affordable units.
- It provides opportunities to foster greater collaboration between community groups and housing developers to achieve the City's race and social equity goals.

2. LEVY FUNDING PLAN

All revenues collected from the additional taxes levied for housing are deposited in the Low-Income Housing Fund and may be placed in subfunds or accounts created by the Director of Finance and Administrative Services as needed to implement the purposes of the 2016 Levy. Table 1 below shows annual amounts allocated to each program based on projected revenues from additional taxes levied pursuant to the Levy. If revenues collected in any year are lower than the amounts levied, that does not affect the amount that may be committed from the allocation to any program unless OH determines that the availability of funds when required to meet commitments might reasonably be impaired. The Acquisition and Preservation Program is not separately funded; funds allocated to other levy programs that are not yet needed for projects may be used for short-term Site Acquisition loans or directly for Site Acquisition, which may include acquiring options. In addition, funds allocated to the Rental Production and Preservation, Operating and Maintenance, and Homeownership programs may be used for short-term bridge loans as described in Chapters 2 and 4 of the Funding Policies, subject to limits in those Chapters.

Administration funding shown on Table 1 is intended to be used for administration of the use of Levy proceeds. Administration funds shall be utilized based on staffing and other operating costs needed to administer the programs, as approved in the City budget. Due to inflation, OH staffing costs will increase over the life of the Levy. Revenue is expected to be received evenly over the seven years, but expenditures for administration will be slightly lower in the early years of the Levy and slightly higher in the later years. The unspent balance in the early years will be preserved in the fund balance of OH's Operating Fund.

On a quarterly basis, the Human Services Department will submit a reimbursement request to OH for expenses related to the Homelessness Prevention and Housing Stability Services program, including funding for HSD's administration of the program.

**TABLE 1
 ANNUAL FUNDING PLAN, 2017 - 2023**

Program	Annual Funding
Rental Production and Preservation ¹	28,714,285
Operating & Maintenance	6,000,000
Homelessness Prevention and Housing Stability Services	1,642,857
Homeownership	1,357,143
Acquisition and Preservation ²	NA
Administration ³	3,714,286
Total	\$41,428,569

NOTES:

1. Funds are used for the Rental Housing Program as described in Chapter 2 of the Funding Policies, except that up to \$2 million annually may be used for Rental Rehabilitation Loans as described in Chapter 6 of the Funding Policies.
2. Funds allocated to other Levy programs may be used for short-term Site Acquisition loans or directly for Site Acquisition, up to \$30 million in outstanding loan balances. Loans for the acquisition of one or more buildings with a federal rental assistance contract are also authorized and excluded from the \$30 million loan cap. See Housing Funding Policies Acquisition and Preservation Program section for more information on program policies.
3. Includes \$147,857 for HSD administrative costs.

BUDGET AUTHORITY

The budget allocation for OH does not include amounts specifically for Acquisition and Preservation loans or for any forward commitments of Rental Production and Preservation Program funds. OH is authorized to make such loans and forward commitments, consistent with the Funding Policies, in advance of a specific budget allocation. In the event that Acquisition and Preservation loans and/or advance funding commitments require additional budget authority in a given year, OH will request additional authority through a supplemental budget ordinance in the year that the funding award is made.

PROGRAM INCOME AND INVESTMENT EARNINGS (2016 AND PRIOR LEVIES)

The provisions of this section govern the use of Program Income and investment earnings to the extent consistent with provisions that remain in effect of applicable City ordinances submitting housing levy measures to the voters and with state Law.

Program Income received during the term of this A & F Plan from any of the 1986, 1995, 2002, or 2009 Housing Levy programs in the table below will be used consistent with current policies for the respective programs shown in Table 2 below. Investment earnings on any fund balances or Program Income from

prior levies, and from the current levy, will also generally be used consistent with Table 2 below, except that:

- Earnings received from the 2002 and 2009 Homebuyer Assistance programs and the 2016 Homeownership program will be used consistent with the current Rental Production and Preservation Program. In each of these three levies, the ownership and rental housing programs share a subfund.
- At the end of each calendar year, OH will calculate investment earnings on the 2016 Levy Rental Production and Preservation Program fund balance. OH shall allocate such earnings to the Homelessness Prevention and Housing Stability Services Program in an amount not to exceed \$250,000, unless during the annual budget process it is determined by Council that investment earnings should be retained in the Rental Production and Preservation Program.
- Investment earnings for O&M programs authorized in the 1986, 1995, 2002, 2009 and 2016 levies are accumulated and will remain along with the original Levy allocation in discrete O&M subfunds to support 20-year subsidy awards, as well as any short-term loans as authorized in the Funding Policies or otherwise by ordinance.

Anything in this section notwithstanding, Program Income and investment earnings derived from taxes levied under RCW 84.52.105 pursuant to the 1995 and 2002 Levies shall be used only to finance affordable housing for Very Low-Income households.

**TABLE 2
 APPLICABLE POLICIES FOR PROGRAM INCOME FROM PRIOR LEVIES**

Original Levy Program	Program policies that apply to Program Income
1986 Levy	
• Small Family Program	• 2016 Levy Rental Preservation and Production
• Large Family Program	• N/A - Units in SHA's inventory
• Downtown Preservation	• 2016 Levy Rental Preservation and Production
• Special Needs Housing	• 2016 Levy Rental Preservation and Production
1995 Levy	
• Rental Production	• 2016 Levy Rental Preservation and Production
• Homeowner Rehabilitation	• Home Repair and Weatherization
• Homebuyer Assistance	• 2016 Levy Homebuyer Program
2002 Levy	
• Rental Preservation and Production	• 2016 Levy Rental Preservation and Production
• Homebuyer Assistance	• 2016 Levy Homebuyer Program
• Neighborhood Housing Opportunity	• 2016 Levy Rental Preservation and Production
• Rental Assistance	• N/A - 2002 Levy funds spent, do not revolve
2009 Levy	
• Rental Preservation and Production	• 2016 Levy Rental Preservation & Production
• Homebuyer Assistance	• 2016 Homeownership Program
• Rental Assistance	• N/A - 2009 Levy funds spent, do not revolve

3. LEVY PROGRAM POLICIES

Each Levy-funded program is administered according to program policies, which include goals and priorities, fund allocation process, allowable use of funds, and other requirements. These policies are contained in the Housing Funding Policies. However, policies for the Homelessness Prevention and Housing Stability Services Program are included in this section.

RENTAL PRODUCTION AND PRESERVATION

Goal: Produce or Preserve 2,150 affordable apartments, Reinvest in 350 affordable apartments

The Levy Rental Production and Preservation Program funds acquisition, construction, and rehabilitation of property to provide housing that serves Low-Income households, including seniors, people with disabilities, formerly homeless individuals and families, and people working for low wages. Over the term of the Levy, at least 60% of the sum of program funds, combined with Operating and Maintenance Program funding, will support housing with rents affordable to individuals and families with incomes at or below 30% of Median Income; remaining funds may serve households up to 60% of Median Income. Program funds may be used according to the Housing Funding Policies, Chapter 2, and Chapter 7 where applicable. As provided in the Levy Funding Plan section above, program funds may be used for Rental Rehabilitation Loans as described in the Housing Funding Policies, Chapter 6.

OPERATING AND MAINTENANCE

Goal: Support operations for 510 affordable apartments

The Operating & Maintenance (O&M) Program funds building operations in Levy-funded housing, supplementing rental income in buildings that serve households with incomes at or below 30% of Median Income. Fund awards are for 20 years, subject to appropriations and annual reviews, and O&M funds are matched with tenant paid rent, other operating funding and, in most cases, services funding. Funding for this Program will support housing developed with 2016 Levy funding, except that Program funds may also be used to extend O&M contracts for projects receiving O&M funds under prior levies, as described in the Housing Funding Policies, Chapter 3.

HOMEOWNERSHIP

Goal: Assist 280 low-income homeowners

The Levy Homeownership Program assists Low-Income, First-Time Homebuyers to purchase a home in Seattle and Low-Income Seattle homeowners to maintain stable housing. Loans are also made to housing organizations that will sell homes to First-Time Homebuyers with incomes at or below 80% of Median Income, which homes have restriction on resale prices and may be sold only to eligible buyers

for 50 years or longer. Low-Income homeowners can receive assistance in the form of home repair grants or one-time mortgage loans to prevent foreclosure.

ACQUISITION AND PRESERVATION

The Acquisition and Preservation (A&P) Program may provide short-term loans for strategic Site Acquisition. A&P Program loans can be made for acquisition of land or buildings for low-income housing preservation and development consistent with the objectives and priorities of the Levy Rental Production and Preservation and Homeownership programs. 2016 Housing Levy funds that are not yet needed for other Levy programs may also be used for strategic Site Acquisition by OH to secure long-term low-income housing use and, if it is not already in use as housing, development for that use will be feasible within a reasonable time. Upon repayment of loans or receipt of proceeds for property acquired, the funds and any interest earned return to the initial Levy program.

HOMELESSNESS PREVENTION AND HOUSING STABILITY SERVICES

Goal: Assist 4,500 individuals and households

The Homelessness Prevention and Housing Stability Services Program serves vulnerable families and individuals who are at risk of homelessness or experiencing homelessness. The program addresses housing-related barriers through a combination of housing stabilization support services and financial assistance. A housing stability assessment is required at the onset of services to determine the level of need and the amount of assistance required. Stabilization services typically include but are not limited to assistance with housing search, landlord negotiations, budget and financial coaching, assistance applying for mainstream benefits, reviewing leases, and meeting with participants to assess their ongoing level of need.

This program is structured to be flexible to meet the different financial and service needs of those at risk of homelessness and people experiencing homelessness using a progressive engagement framework. This approach is consistent with current national promising practices and local experience that point to the need for a holistic and flexible approach. In serving households at risk of homelessness, the program targets resources for households at greatest risk of homelessness including formerly homeless households and households experiencing extreme overcrowding.

Contractors are required to enter data in the Homeless Management Information System for the purpose of overall program planning as well as performance review. A key outcome measure is ongoing housing stability: the number of households who do not enter or return to homelessness 12 months after assistance to the household ends.

A. Eligible households

To be eligible to apply for program funds, households must meet all the following requirements:

- Homeless or at risk of homelessness
 - Households at risk of homelessness must have a documented housing crisis. For the purposes of this program, couch surfing or doubled up households with limited resources may be considered at risk of homelessness. Households must reside in Seattle at the time of program intake.
 - Homeless households must be literally homeless households staying in a place not meant for human habitation and must be referred through King County's regional Coordinated Entry for All system.
- 50% of Area Median Income or below
- Inadequate financial resources to secure or maintain stable housing without assistance
- Financial assistance may not exceed 12 months in a 36-month period

B. Eligible use of funds

Financial assistance is available for:

- Rent payments
- Rent or utility arrears needed to obtain or retain secure, stable housing
- Security and/or utility deposits and other move-in costs (background check fees, first and last month's rent)
- Legal and language interpretation fees needed to stop an eviction action
- Agency staffing and associated service delivery costs required to provide housing stabilization services
- Transportation assistance

C. Program requirements

Levy funds will be administered by contractors who demonstrate ability to do the following:

- Provide housing stabilization services
- Provide financial assistance to prevent or address homelessness using a progressive engagement framework
- Enter data directly into the region's Homelessness Management Information System (HMIS) for program planning and performance review

D. Program reporting

The Human Services Department will provide an annual program progress report to the Office of Housing to be included in the Housing Levy annual report due to the City Council no later than March

31st of each year. The annual data will be provided separately for homelessness prevention assistance to households at risk of homelessness, and for assistance to households who are experiencing homelessness. The data will include but not be limited to:

- Demographic data for program participants such as race, gender, disability status, household income, and household composition,
- Program financial information such as average amount of assistance per household,
- The number of households served; and
- Program performance outcomes including the following:
 - 1) The number and percent of households exiting to permanent housing at program exit;
 - 2) The number and percent of households exiting to other (homelessness, shelter, etc.) at program exit;
 - 3) The number and percent of households stably housed at 12 months;
 - 4) The number and percent of households stably housed at 24 months.

4. REPORTING

OH will provide an annual program progress and performance report to the Mayor and City Council no later than March 31st of each year, covering activity for the previous year and cumulative performance for the 2016 Housing Levy. Reports will be reviewed in draft by the Housing Levy Oversight Committee. The annual report will include, but not be limited to:

- Accomplishments / production for each Levy program, including actual unit production and households assisted compared to goals:
 - Rental Production and Preservation -- units funded and funding reserved for those units, location of funded projects, populations served by projects
 - Operating and Maintenance -- units funded and their funding level
 - Homeownership -- number and value of loans approved; number, value and location of closed loans; income and demographics of assisted homeowners; average length of repaid and outstanding loans; and number and term of affordability for land trust and other housing units with resale restrictions. Foreclosure Prevention Program: number and value of loans approved; income and demographics of those assisted; reasons assistance needed; housing status at 12 and 24 months post assistance.
 - Acquisition and Preservation – properties and options (if any) acquired along with funding amounts approved and due dates or expected timing for repayment of funds, as applicable, amount and source of funding repaid, projected units to be produced and preserved
 - Home Repair Program – number and value of loans and grants approved; income and demographics of those assisted; types of repairs funded with program.
 - Rental Rehabilitation Loans – number and value of loans approved; number, value and location of closed loans; number and affordability of units funded by program.
 - Rental Assistance -- number of households provided housing assistance and success at stabilizing households
- Affordability levels of housing produced with program funds, actual compared to goals;
- Demographic information for those served by Levy programs;
- Leverage achieved for each Levy program;
- The extent that Section 8 vouchers are linked to Levy-funded projects;
- Administrative costs and revenues available to cover such costs;
- Any additional information that the Housing Levy Oversight Committee believes should be included.

HOUSING FUNDING POLICIES

(As adopted by Ordinance 125308
and amended by Ordinance 125852 in 2019
and amended by Ordinance _____ in 2021)



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1. INTRODUCTION

The Housing Funding Policies contain funding priorities and guidelines for the following programs administered by the Office of Housing (OH):

- Rental Housing Program
- Operating and Maintenance Program
- Homeownership Program
- Acquisition and Preservation Program
- Home Repair, Rental Rehabilitation, and HomeWise Weatherization Programs

Prior to 2014, policies governing most of these programs were primarily contained in the Administrative and Financial Plans for prior Housing Levies and in the Seattle Consolidated Plan for Housing & Community Development. Program funding policies are now combined in this document to improve accessibility and consistency. The Administrative and Financial Plan for Program Years 2017 – 2018 (A & F Plan) contains the funding allocations for 2016 Housing Levy programs and the allocation of Program Income and investment earnings from prior levies, and annual reporting requirements.

The Housing Funding Policies apply to the 2016 Seattle Housing Levy as specified in the A & F Plan; to earnings and repayments derived from earlier housing levies as specified in the A & F Plan; to OH-administered federal HOME and CDBG funds and earnings and repayments derived from such federal funds; and to other City funding and grant funding as identified for each program in this document. For convenience, all fund sources are referred to as a single program, although, for example, an affordable housing incentive program under the City Land Use Code is legally a separate program.

The use of certain fund sources must also comply with requirements that are not included in this document. HOME and CDBG funds, including Program Income, are subject to federal and other requirements, including those in the Consolidated Plan, as applicable depending on the proposed use of funds. Any funds derived from bonds issued by the City will be subject to state law requirements and those of ordinances authorizing the bonds. Funds received by the City under land use code provisions (including Incentive Zoning and Mandatory Housing Affordability provisions) are subject to requirements in applicable ordinances, laws and any related agreements or permit documents. In addition, special federal grants, prior housing levies, and other fund sources may be subject to legal requirements that are not reflected in these Housing Funding Policies. Use of any funds may be subject to requirements based on constitutional provisions, statutes, regulations, and court decisions. In case of any conflict with these Policies, the other requirements referred to in this paragraph control.

2. RENTAL HOUSING PROGRAM

The policies for this Program generally apply to these sources used by the Office of Housing (OH) to fund the development and preservation of affordable rental housing in Seattle: Housing Levy Rental Production and Preservation Program funds, Rental Production and Preservation funds from earlier housing levies, federal HOME and CDBG funds, funds received through land use code provisions for incentive zoning and mandatory housing affordability, earnings and repayments derived from earlier housing levies and other OH-administered housing funds, proceeds from City-issued bonds, and other fund sources if authorized by ordinance. Bridge loans authorized in this Chapter also may use funding derived from the 2009 and 2016 levies. The following program objectives and policies apply to all fund sources for the Rental Housing Program, subject to the requirements described in Chapter 1 and unless otherwise indicated below in these Policies.

Funds are made available annually through one or more Notices of Funds Available (NOFAs) for new housing production or preservation projects, and for existing housing preservation or rehabilitation projects. In addition, funds may be made available through a competitive Request for Proposal (RFP) process as authorized in Chapter 7. The published NOFA or RFP will include additional funding priorities and requirements. Funding may be awarded outside the NOFA or RFP process for emergency repairs to previously funded projects as described in these Policies.

Program Objectives and Priorities

The following objectives will guide the Rental Housing Program:

- Provide a mix of affordable rental housing, serving a range of households and income levels consistent with income limits and affordability requirements for each fund source, to promote housing opportunity and choice throughout the City.
- Contribute to countywide efforts to make homelessness rare, brief, and one-time by providing housing that serves individuals and families who are homeless or at risk of homelessness, including those with long or repeated periods of homelessness, chronic disabilities, criminal records, or other significant barriers to housing.
- Provide a stable and healthy living environment where Low-Income individuals and families can thrive, with culturally relevant and linguistically competent services, and with access to education, employment, affordable transportation, and other opportunities and amenities.
- Promote preservation of affordable housing, and prevent displacement of Low Income residents, through purchase and rehabilitation of existing housing.
- Contribute to the City's equitable development goals through the development and preservation of affordable housing in low-income neighborhoods where underserved groups have historic ties, including neighborhoods where low income individuals and families are at high risk of displacement.

- Contribute to the development of sustainable, walkable neighborhoods, particularly near high-capacity transit, giving Low Income residents access to transportation, services, and economic opportunity.
- Working collaboratively with other funders of affordable rental housing to ensure that the greatest number of quality affordable housing units are preserved or produced each funding round.
- Promote cost-effective sustainable design, construction, rehabilitation, and operations of affordable housing.
- Reinvest in low-income housing when necessary to upgrade major building systems, improve operations, energy efficiency, and safety, and extend the life of the building.

To meet these objectives, the Rental Housing Program will apply the following priorities to project funding decisions.

I. RESIDENT POPULATION PRIORITIES

The following funding priorities relate to the resident populations intended to be served in Rental Housing Program projects. A project may propose to serve residents who fall into more than one population group – for example, seniors who are formerly homeless – and therefore may address several priorities.

A. Housing for homeless families, adults, and youth and young adults, including chronically homeless individuals with disabling conditions

Priority will be given to projects that will dedicate units to serve homeless people and will meet the following conditions:

- Applicants must demonstrate a high likelihood of securing operating subsidies as well as funds to provide appropriate levels of supportive services. For permanent supportive housing that will serve chronically homeless people with disabling conditions, including substance use disorder, serious mental illness, developmental disability, or chronic physical illness or disability, such housing will have appropriate services that generally will include on-site case management, mental health, health care, and chemical dependency services.
- Homeless housing projects must be aligned with the City's Pathways Home Initiative and the All Home strategic plan. Permanent supportive housing or other housing with a homeless services funding contract must receive tenant referrals through a coordinated entry system approved by service funders. Homeless housing that does not have a homeless services funding contract will make units available through agreements with homeless services providers and through the Housing Resource Center once established. Such housing will generally receive tenant referrals from homeless service providers participating in King County's Coordinated Entry for All system, who will provide stabilization services for the formerly homeless residents. OH may approve homeless housing that is set-aside for other identified homeless groups, consistent with City and All Home

priorities, such as homeless families with students attending Seattle Schools, people exiting or diverted from institutional settings, and residents moving from permanent supportive housing to housing with less intensive on-site services.

Consistent with Housing First principles, all housing owners will increase access to housing opportunities for people with significant barriers to housing, such as criminal records, through their tenant admissions policies, and tenant screening criteria included in approved management plans referred to in Section IX. In addition, owners will provide housing for homeless residents through voluntary referral relationships. Housing owners who have units that do not receive referrals from a coordinated entry system will affirmatively market units to provide access to homeless applicants and other underserved groups as well as other eligible applicants. “Housing First” is as defined in Chapter 10.

B. Housing for seniors and people with disabilities

OH-funded housing is generally available to seniors and people with disabilities; all projects should be designed to include accessible housing units and accessible common areas.

OH will give priority to projects that provide housing units set-aside for senior or disabled residents, particularly projects designed to provide support for underserved groups. These projects must show that proposed building design and services support independent, healthy living and social interactions that benefit these populations. Projects that are proposing to provide on-site services for Extremely Low-Income seniors, people with disabilities and/or people who require supportive services to live independently must demonstrate high likelihood of obtaining appropriate levels of operating and services funding for the intended residents. OH will prioritize projects that will provide culturally appropriate services to create welcoming and safe home environments for immigrant seniors, LGBTQ seniors, and other underserved groups.

C. Housing affordable to low-wage working families and individuals

OH will prioritize projects that will serve low-wage households by providing a mix of unit sizes and a range of income levels, generally up to 60% of median income, and that include units serving households at 30% of median income. A mix of unit sizes and amenities to accommodate families, including large families, is a priority for new construction projects. Projects serving families should consider design features such as play areas, direct sight lines to play areas, and adequate space within units. Projects should be located near transportation and local services and amenities, giving low-wage workers the option to forgo a vehicle, and providing safe access to schools, parks, transit, and community facilities serving families with children. Projects should take into consideration the diversity of the neighborhood and the anticipated tenant population, and should plan for culturally appropriate services at the site, including childcare, and health and human services provided through community partnerships.

II. PROJECT LOCATION PRIORITIES

The City encourages production and preservation of affordable housing throughout the city. OH's investment in affordable housing in all City neighborhoods is intended to maximize choice for low-income residents of Seattle and to promote City goals to affirmatively further fair housing.

OH will prioritize locations that:

- **Provide Access to Transit:** Access to transit is a priority for all housing projects, as transportation costs are second only to housing costs for most low-income households and many low-income households do not own a car. In particular, OH will prioritize locations near high capacity transit and light rail station areas, both existing and planned.
- **Provide Access to Opportunity:** OH will prioritize housing project locations that afford low-income residents the greatest access to opportunities such as jobs, quality education, parks and open space, and services. To achieve development throughout the City, including in high cost markets, OH will accept acquisition costs reflecting neighborhood level market conditions.
- **Advance Equitable Development Goals and Address Displacement:** OH will prioritize housing projects that support community development, including those proposed by local, community-based, non-profit organizations that are culturally relevant and historically rooted, particularly when the project site is in an area that is at high risk for displacement. Additional consideration will be given to projects already receiving funding through the Equitable Development Initiative.
- **Serve Needs of Residents:** Proposed projects should demonstrate that the proposed location is appropriate. This will vary depending on the project. OH will prioritize, for example, locations near schools and parks for projects with large units that will serve families and locations near senior centers for senior housing.

In addition, for purposes of investing payment funds from the Mandatory Housing Affordability program, OH shall consider a location's proximity to where development has generated payment contributions.

III. COST-EFFECTIVENESS AND SUSTAINABILITY

The Rental Housing Program emphasizes efficient, cost-effective, and sustainable housing development. To meet Levy production goals, projects must leverage other public and private fund sources: capital funding for housing development and, for homeless and special needs housing, ongoing funding for building operations and supportive services. OH will continue to prioritize leverage of other public and private investment, both capital funding for housing development and operating and supportive services funding for residents with special needs. Proposed projects will be prioritized if they will preserve existing housing subsidies and/or prevent displacement of Low Income residents.

OH will encourage project design and construction that promotes efficient, cost-saving and energy-conserving operations over the life of the building. All new construction and most renovation projects

must meet Washington’s Evergreen energy efficiency standards for new construction and renovations, respectively. OH will support efforts to exceed standards with energy and water saving features that provide long-term public benefit as well as lower cost building operations. For existing low-income housing projects seeking funding for building improvements, OH will prioritize investments that extend the useful life of the building, improve health and safety, provide energy conservation, and reduce operating costs.

Rental Housing Program Policies

I. AFFORDABILITY REQUIREMENTS

A. Housing Levy Fund Allocation

The following fund allocation policy applies to the total of all awards of 2016 Housing Levy funds under this Program and the O&M Program, except for bridge loans, and not on a project-by-project basis.

- At least 60% of the sum of Program funds and Operating & Maintenance Program funds shall be used for housing affordable to households with incomes at or below 30% of Median Income.
- The balance of Program funds shall be used for housing affordable to households with incomes at or below 60% of Median Income.

B. Federal HOME and CDBG Funds

This policy is applied to federal HOME and CDBG funds that are available for rental housing projects each program year, consistent with the Consolidated Plan’s Annual Action Plan and federal requirements:

- HOME funds shall be used for housing affordable to households with incomes at or below 60% of Median Income. A portion of units, generally 20%, will be affordable to households at or below 50% of Median Income as required by HOME regulations.
- CDBG funds shall be used for housing affordable to households with incomes at or below 60% of Median Income, except that CDBG funds used for acquisition of occupied residential buildings may follow CDBG regulations which generally require a minimum of 51% of units affordable to households at or below 80% of Median Income.

II. ELIGIBLE AND INELIGIBLE ACTIVITIES AND COSTS

Program funds shall be used to fund the preservation and production of rental housing. Funds may be used to finance entire developments, individual units, or residential portions of a development. Different portions of the same development may be funded by separate Program loans, but for purposes of these Policies, including limits on OH funding for Eligible Total Development Costs, OH may consider them as a single project, and may consider funds lent to the owner or developer of one portion

of the project as supporting units in another portion, including for purposes of policies allocating funds based on affordability levels or income limits.

A. Eligible costs

Eligible costs include, but are not limited to:

- Appraisals
- Architectural/engineering fees
- Capitalized Operating Reserves
- Capitalized Replacement Reserves
- Closing costs
- Construction
- Contingency
- Developer fees
- Environmental Assessment
- Financing fees
- Hazardous materials abatement
- Inspections & Surveys
- Insurance
- Interest
- Option costs
- Permits
- Reimbursement of pre-development costs*
- Professional Fees
- Purchase price
- Relocation
- Title insurance

*Nonprofit borrowers are encouraged to use other cost-effective sources for pre-development funding, such as Impact Capital.

Program funds may refinance debt incurred for acquisition or for any eligible costs, and if necessary to finance a rehabilitation project, program funds may refinance other existing secured debt.

B. Residential spaces

Program funds may be used to fund housing units, residential spaces, and common areas to the extent they serve the low-income housing and not other uses. The Director may set standards for bedrooms in residential units for the purpose of establishing unit size and associated rent restrictions. Examples of eligible residential spaces include:

- Areas for cooking, eating, bathing
- Building Lobby
- Areas for resident use such as television or reading rooms
- Corridors, stairwells, storage areas
- Management and service office space that is accessory to the housing
- Spaces used for on-site social services

C. Mixed-use and mixed-income developments

Program funds can be used for projects that combine Low-income rental housing with market-rate housing and/or commercial or other nonresidential spaces. However, costs associated with non-

residential uses and market-rate housing are not eligible for Program funding. Common areas and office space may be eligible for funding if OH determines they will serve residents of the affordable rental housing.

Borrowers must demonstrate that Program funding is attributable to eligible residential spaces and that costs of other parts of the project are paid by funds eligible for that purpose. Where it is impractical to segregate costs between Program-funded units and other portions of a mixed-use or mixed-income project, the Director may permit such costs to be pro-rated between Program funding and other funding sources based on a reasonable formula.

In order to facilitate development of the eligible residential spaces, OH may allow Program funds to be disbursed for the full amount of a shared cost item if:

1. Documentation is provided prior to expenditure of Program funds that assures sufficient funding from other sources will be provided prior to project completion equal to the full amount allocable to space that is not eligible for Program funds, and that the other space is an eligible use of the other sources; and
2. The loan documents require that the final cost certification confirms the allocation of appropriate non-Program funds for such other spaces.

D. Leases

Ownership of a property is preferred to site control through a long-term lease. A long-term lease will be permitted in cases where the City or another public agency is lessor, or the lessor and the lessee agree to accept the loan conditions in Section VI and the City receives security in both leasehold and fee interests. Projects involving a borrower that is a lessee (except from the City) where the lessor and lessee do not both accept these terms and conditions will be permitted only if the project represents an unusual cost-effective opportunity or furthers community development objectives in low income neighborhoods. At a minimum, the following conditions will apply to properties where the borrower is the lessee and the owner (other than the City) does not agree to subject its interests to the City's deed of trust and regulatory agreement:

1. Repayment: Loans involving leases must be structured to provide for repayment over the life of the lease. The Director may modify the normal repayment terms, as appropriate, by requiring different terms from or in addition to those generally specified in this chapter.
2. Lease term: Leases will generally be 75 years or longer. Minimum lease term is 50 years with a preference for longer terms when feasible. The lease term must exceed the City loan term by at least five years.
3. Security: Security for the City loan should be appropriate to protect the City's interest in repayment of the loan.

E. Replacement housing conditions

Program funds shall not be used to finance development of replacement housing units developed as a condition to a tax exemption through the Multifamily Tax Exemption program, as a condition to a Major Institution Master Plan boundary expansion, or otherwise required as mitigation for demolition of existing housing.

III. PROJECT REQUIREMENTS

A. Eligible Borrowers

An applicant and/or proposed borrower must demonstrate ability and commitment to develop, own, and manage affordable housing, including a stated housing mission in its organizational documents. OH will evaluate the experience of an applicant's development team, management team, Executive Director, staff, and Board of Directors (if applicable) to determine there is sufficient capacity to sustainably develop, own and operate housing on a long-term basis. Applicants that lack direct experience in these areas may demonstrate capacity by partnering with an entity or entities that provide essential expertise to the project. In these cases, OH will evaluate the proposed partnership to ensure it meets the needs of the project and is sustainable for an appropriate length of time. The applicant, proposed borrower, and all Affiliated Entities of each of them (whether or not involved in the proposed project) must be in Good Standing on all existing loans and subsidy contracts administered by OH. Good Standing is defined in Section X Project Monitoring.

Eligible applicants and borrowers are:

1. Nonprofit agencies with charitable purposes. Private nonprofit agencies will be required to submit articles of incorporation and an IRS letter as proof of nonprofit status.
2. Any corporation, limited liability company, general partnership, joint venture, or limited partnership.
3. Public Development Authorities.
4. Seattle Housing Authority (SHA), except that housing to be developed at Yesler Terrace must be authorized in the Yesler Terrace Cooperative Agreement approved by City Council.
5. Private for-profit firms.

B. Cost-effective long-term investments

Proposals for quality affordable housing must demonstrate a cost effective, sustainable investment of public funding. OH will apply the following policies to determine whether a proposal satisfies this requirement.

1. Land acquisition costs should be justified and not exceed a competitive market price for the location. OH recognizes that land cost will be higher in some market areas within the city.
2. Design for new construction should clearly promote efficient use of space and utilities.

3. For acquisition and rehabilitation of existing buildings, building improvements should address energy efficiency and related health and safety benefits, as feasible and appropriate, and utilize funding through OH's Weatherization program if available.
4. Per-square foot and per-unit costs should reflect current market rates for the type of housing being produced.
5. Low per-square-foot land acquisition costs should not be sought at the expense of considerable site work challenges.
6. Fees for contractors and professional services should be competitive.
7. Unnecessary costs should be avoided whenever possible.

C. Maximizing production and preservation

The City strives to leverage non-City resources for capital, operating, and supportive services to the greatest extent possible. OH works collaboratively with other funders of affordable housing including, but not limited to: the Washington State Housing Trust Fund, King County's Community and Human Services Division, the City's Human Services Department, the Washington State Housing Finance Commission, equity syndicators and investors, and private lenders. OH and its borrowers are expected to maximize these capital resources to ensure that the greatest number of quality affordable housing units are preserved or produced by the public funders each funding round, consistent with adopted priorities and funding allocation policies for the Housing Levy and other housing fund sources. Funds will generally not be used to replace existing housing for extremely low income households, unless the Director determines the housing is nearing the end of its useful life and would be more cost effective to replace than to renovate, or replacement facilitates a net gain in the number of extremely low income housing units.

D. Leveraging and maximum percentage of capital funds

In general, OH will award funds up to a maximum of 40% of the eligible residential total development costs ("Eligible TDC") of a project. The City's maximum percentage of project financing includes any capital funding from document recording fee revenues awarded by King County. Eligible TDC includes all components of the development budget, including site acquisition and development, construction costs, and soft costs, attributable to the housing units that are eligible for City funding and any common areas to the extent that OH has determined they are eligible for funding.

The Director may allow up to a total of 50% of Eligible TDC to be financed with City funds for projects that meet at least one of the following criteria:

1. Project is located in a high cost area with access to appropriate services and amenities for the intended population and little or no existing low-income housing opportunities are available.
2. OH determines that additional funding is needed to increase the number of units that have Affordable Rent for Extremely Low-Income tenants.
3. Projects that provide special amenities and/or unique design features for the proposed tenant population such as large units for families; units requiring reconfiguration to meet the needs of

the proposed population; or special design features resulting from the participation of potential tenants and/or community members in project development.

E. Additional policies

Projects must also comply with policies contained in Chapter 9, as applicable:

- Development Siting Policy
- Community Relations
- Relocation, Displacement, and Real Property Acquisition
- Affirmative Marketing
- Fair Contracting Practices, WMBE Utilization, and Section 3

Additional or different requirements may apply to fund sources other than the Housing Levy, including federal requirements for HOME and CDBG funds, and some requirements may be applied to projects not using HOME funds in order to satisfy federal matching conditions.

IV. CONSTRUCTION REQUIREMENTS

OH strives to ensure fair contracting methods and competitive pricing in the construction and rehabilitation of affordable housing. Borrowers receiving permanent financing shall generally meet the following minimum construction requirements. OH may include additional requirements in a NOFA or RFP, but may reserve the right to waive or modify any such additional requirements. Borrowers are responsible for the compliance of all documents, plans and procedures with all applicable laws, regulations, codes, contracts and funding requirements.

A. Competitive selection of contractors

Borrowers must make every reasonable and practical effort to competitively select their general contractor, unless an alternative selection process is approved by the Director. Borrowers must propose a competitive process that clearly meets the City's requirements as published in each NOFA or RFP. The borrower shall submit a summary of the proposed competitive selection process for OH approval. OH may require modifications to the process prior to implementation.

B. Contracting types and project delivery methods

Borrowers may propose to use a Cost Plus a Fee with a Guaranteed Maximum Price, a Stipulated Sum contract, or an alternative contract type that meets the City's requirements as published in each NOFA or RFP. The borrower's construction contract with the general contractor and any amendments to the contract shall be submitted to OH prior to execution.

C. Construction management

If borrowers do not have sufficient in-house construction management capacity, they will be required to contract for this service. Borrowers proposing to manage their own construction projects must demonstrate such expertise to OH. Such borrowers must have prior experience managing a construction project and have staff available to coordinate necessary work. In addition, the scope of work should appropriately match the sponsor's construction management experience and staff expertise.

D. Wages

State Residential Prevailing Wage Rates shall be the minimum rates applicable to all projects, unless a higher minimum rate applies or an exception is made as allowed in this paragraph. When federal funds in a project require prevailing wages to be determined under the Davis-Bacon Act, the higher of either the state residential prevailing wage rates (unless modified as stated below) or Davis-Bacon wage rates will apply to each job classification, unless applicable law requires otherwise. The Director may approve a change in these prevailing wage requirements if necessary to achieve compatibility with a state or federal funding source. OH shall establish procedures regarding payment of appropriate wages, in consultation with the City's Department of Finance and Administrative Services which monitors compliance. In cases where Davis Bacon wages are triggered, Davis Bacon monitoring procedures are followed as required by HUD and administered through the Human Services Department.

E. Apprenticeship programs

All borrowers are encouraged to require contractors to participate in state-approved apprenticeship programs.

Housing projects developed by the Seattle Housing Authority receiving \$5 million or more of City funding shall include a goal of one out of five apprentices hired for such projects to have graduated from a pre-apprenticeship program recognized by the Washington State Labor and Industries. This is in addition to HUD's 14 percentage apprentice utilization goal for SHA projects over \$1 million in value.

F. Workforce diversification

In a published NOFA or RFP, OH may include expectations for contractors to establish and achieve workforce diversification goals. Such expectations will be modeled on the City's existing Priority Hire goals and will apply to projects that the Director deems suitable for such goals. In a housing project where workforce diversification goals are applied, OH may determine that these goals supersede certain requirements in Chapter 9 below.

G. Sustainability requirements

Projects must comply with requirements of the state's Evergreen Sustainable Development Standard ("ESDS") applicable at the time of OH's funding award. These requirements apply to all projects, regardless of whether state funding is used, except that OH may approve a limited scope of work that

does not include all ESDS requirements for rehabilitation of a previously funded housing project as provided in Section VIII below. Details are available through the State Department of Commerce.

H. Broadband Technology

New construction projects generally must include broadband infrastructure to facilitate internet access for residents of low-income housing.

V. PROJECT SELECTION

A. Notice of Funds Available

At least once per year, OH will issue a Notice of Funds Available (NOFA), which will provide application requirements, details on specific fund sources available, application forms, and deadlines. The NOFAs will announce, together or separately, opportunities to apply for permanent financing for new housing production, preservation and rehabilitation of housing, or supplemental funding for rehabilitation of existing OH-funded housing, and for bridge loans for site and building acquisition for future development. As provided in Chapter 7, OH may separately announce funding for housing development on a publicly owned site through a competitive RFP process.

To the extent consistent with a Council-approved redevelopment plan or Cooperative Agreement, OH may review and approve funding applications separate from the selection process described in subsection C of this section for housing developments at the Fort Lawton Army Reserve Center or Yesler Terrace. OH shall not award funds for housing at Fort Lawton or Yesler Terrace until a detailed funding application including cost estimates is submitted and reviewed by the OH and determined by the Director to be in accordance with these Policies. OH may expend funds directly on the lease or acquisition of property at Fort Lawton, prior to adoption of the redevelopment plan and separate from a funding award for development of affordable housing.

All applicants are required to attend a project pre-application conference with OH staff prior to submitting an application for funding. OH will allow minor deficiencies to be corrected and clarifications to be made by applicants during the review process. Otherwise, incomplete applications will not be considered for funding.

B. Application components

OH uses the Washington State Combined Funder Application for Affordable Housing. At minimum, applications must contain the following:

1. Project description: location, number of units, rent levels, need, and special characteristics.
2. Applicant and borrower capacity in the development, ownership, and management of affordable multifamily housing and capacity to serve the focus population. For homeless housing proposals, if the applicant currently operates homeless housing, OH will consider any available information provided by services funders and the applicant regarding the applicant's performance in meeting homeless contract standards.

3. Tenant profile: a description of proposed and existing tenants and their needs, projected household sizes, estimated amounts and sources of tenant income, any tenant referral arrangements and eligibility as required by proposed services fund sources.
4. Evidence of site control: fee simple ownership, an option to purchase, an earnest money agreement, or a lease (or option to lease) with a minimum term of 50 years, will constitute site control. OH will consider projects where the underlying ownership is through a real estate contract if the contract holder is willing to subordinate his/her interest to the OH loan or if there is adequate provision for the applicant to discharge the underlying contract and obtain fee title.
5. Appraisal: If the project involves property acquisition, an appraised value based on the highest and best use at the time of site control will be used to assess whether a fair price is paid for land, including any structures. Project applicants should make acquisition offers subject to verification by appraisals acceptable to the City and subject to the outcome of environmental review.
6. Construction description: Proposed contractor selection plan; scope of work; outline specifications; cost estimates; contract type and project delivery method; Evergreen standards; reports and evidence of early design guidance from the City's Department of Planning and Development if the proposed project will be subject to Design Review.
7. Project schedule.
8. Zoning: Zoning must be appropriate for the proposed project at the time of application or within a timeframe approved by the Director.
9. Phase I site assessment including asbestos/lead paint/hazardous materials survey—a survey to identify the presence and amount of asbestos/lead paint and/or any other hazardous materials or underground tanks within the building or elsewhere on site and a description of proposed abatement measures. A Phase II assessment will be required if recommended in the Phase I assessment.
10. Development budget and proposed sources: Budget shows reasonable leverage of other fund sources and demonstrates that the requested OH funding amount is necessary to complete the project. Projects with capital campaigns proposed as a source of financing must provide documentation that at least 50% of the total campaign amount has been pledged, unless a lower threshold is approved by the Director.
11. Relocation Plan, if applicable.
12. Operating Pro Forma: a 30-year operating pro forma with proposed rents and required rental assistance or operating subsidy, taxes, insurance, utilities, salaries, management fees, replacement and operating reserves, maintenance supplies and services. Borrowers using low income housing tax credits should anticipate a 50% of cash flow payment on the City loan after the tax credit compliance period in projects that can support such payment.
13. Support services: budget and support services plan, if applicable

14. Draft Community Relations Plan: description of neighborhood notification process completed prior to submitting the application and plans for ongoing community relations activities, consistent with the Community Relations policy in Chapter 9. Proposal must describe how community issues or concerns raised will be addressed.

C. Proposal review

Funding applications are reviewed and evaluated in detail by OH staff based on the requirements listed in these Policies, specific fund source requirements, and additional criteria published in the NOFA. OH staff works closely with the other public funders that have been requested to fund each project. The public funders collaborate on proposal evaluations and financing strategies that meet the requirements of each fund source while maximizing the number of affordable housing units that can be produced and/or preserved each funding round.

When projects have been evaluated, staff makes funding recommendations to the Director. The Director may request review by a Credit Committee composed of persons appointed by the Director and staff members of the Mayor's Office and City Council who have expertise in affordable housing financing and/or public policy. The Director, whose decisions on funding shall be final, shall make funding awards based on his or her judgment as to the merits of the proposed projects; the projects' strengths in meeting the objectives and priorities stated in applicable plans and policies and the NOFA; the overall mix of projects funded by the City; and leveraging of public and private resources to preserve or produce the highest number of quality affordable housing units each funding round. Results are reported to the Housing Levy Oversight Committee and made public.

D. Fund reservation

The Director authorizes a fund award for each selected project, which provides information about fund source requirements, funding levels, and conditions that must be met prior to closing and prior to occupancy. Fund awards are not binding on the City until contract documents are signed by both the Director and the owner.

The Director may reduce or revoke funding to any project based on failure to meet funding conditions; decrease in costs from the preliminary cost estimate submitted in the application; failure of the applicant to obtain other funding; noncompliance by the applicant with City policies; determination of inaccuracies in the information submitted; increased costs or other factors affecting feasibility; results of environmental or other reviews; changes in the Good Standing of the applicant, borrower, or Affiliated Entities; or failure to the applicant to agree to loan conditions.

If a project continues to be eligible for OH funding throughout the development process, OH will take into account, in considering any reduction in a funding award, whether it would eliminate the project's ability to utilize another critical funding source. The Director also may increase funds to a project after the initial fund reservation if reasonably necessary to assure success of the project or maximum public benefit, based on new information not available at the time of the initial decision.

E. Forward Commitments

At the discretion of the Director, one or more forward commitments of up to \$15 million of the following year's allocation of 2016 Levy Rental Production and Preservation funds, CDBG, HOME, Incentive Zoning and Mandatory Housing Affordability Funds may be awarded to a rental housing project or projects applying for funds through a NOFA, consistent with program policies and subject to future appropriation and to the allocation of tax revenues to the program. A forward commitment of Levy funds under this policy will allow OH to respond to special circumstances such as large and/or significant housing development opportunities that are ready to proceed, may become infeasible or incur significant cost due to delay, and cannot be fully funded using the current year's resources.

VI. LOAN CONDITIONS

Financing shall generally be in the form of long-term loans. In addition, OH may approve short-term loans as provided in Section VII. Bridge Loans, Section VIII. Supplemental Funding and Chapter 5, Acquisition and Preservation Program.

Loan conditions are meant to promote and encourage long-term use of properties for low-income housing. The Director may deviate from the loan terms and conditions contained in these Policies in the following cases:

1. For tax credit entities, where such loan terms may impair the availability of tax benefits
2. When the borrower expects to receive other funding sources from which full or partial repayment of the City loan can be made prior to the normal maturity date
3. To enable a project to secure other financing, including HUD-insured loans and HUD capital grant

A. Loan terms

Permanent loan terms will be a minimum of 50 years. OH may provide an acquisition or construction loan for a much shorter term that is eligible for conversion to a permanent loan upon satisfaction of conditions.

B. Interest rate

The interest rate for projects not using low-income housing tax credits will generally be 1%. The interest rate for projects using low-income housing tax credits will be a minimum of 1% simple interest and a maximum of the Applicable Federal Rate for the purposes of Section 42 of the Internal Revenue Code, depending in part on the project's projected capacity for repayment. The actual interest rate for projects using low-income housing tax credits will generally be 1% and can range from 1% to 3%. The interest rate may exceed 1% where there is a benefit to the project's development financing. One purpose of establishing a range for the interest rate on Program funds is to provide flexibility in financial structuring to maximize tax credit equity contributions and to help preserve long-term affordability.

C. Repayment

OH will generally make deferred payment loans that are payable in full on sale, on change of use, or at the end of the loan term. Terms generally will permit borrowers to further defer payment of principal, deferred interest, and contingent interest by extending the loan term. Cash flow payment loans, or loans requiring periodic payment of some or all interest, will generally be required if project proformas indicate that the borrower will be able to make payments and meet expenses consistent with rent limits. Required payments may be set to begin at a future date, such as after a tax credit compliance period. Terms of repayment will be established in the award letter and subject to revision at the time the regulatory agreement is executed. OH may agree to an owner's request to modify repayment terms at a future date, such as after a tax credit compliance period, if the Director finds that the change is necessary in order to obtain favorable refinancing terms for senior debt, or that the owner is unable to make scheduled payments without an undue adverse effect on operations or necessary reserves, or that an alternative use of building income will benefit Low-Income residents or will enhance or protect the City's investment in the Property.

D. Transfer and assumption

OH may permit the assumption of the loan, and the transfer of the property acquired, constructed or rehabilitated with the proceeds of the loan, without requiring repayment of principal, interest or other amounts owing under the loan at the time of the transfer, under the following circumstances:

- The loan is assumed by a tax credit entity and the entity makes a substantial equity investment in the low-income housing;
- The property is transferred by a tax credit entity to a nonprofit corporation or public agency approved by the Director, or to an entity controlled by such a nonprofit corporation or public agency, including without limitation a transfer to the general partner or manager pursuant to the terms of an option agreement made in connection with the formation of the tax credit entity; or
- The property is transferred, with the approval of the Director, to a qualified nonprofit corporation or public agency, without substantial consideration to the transferor other than assumption by the transferee of outstanding obligations.

Prospective new owners must complete a transfer of ownership application and meet the guidelines established for transfer of ownership.

E. Refinancing of private debt

OH may allow refinancing of private debt in cases that result in additional capital investment in the project; that result in a lower interest rate and reduced debt service; or that produce some other long-term project benefit. OH shall review the proposed new financing terms; proposed transaction costs; a capital needs assessment; and the adequacy of reserve accounts. OH may define additional submittal requirements.

F. Covenant (Regulatory Agreement)

A covenant will be recorded against the property that requires continued use of the units funded by the City as low-income housing for the stated term of the loan, and for any period for which the loan is extended or remains outstanding. Unless otherwise agreed by the Director, the covenant shall continue in effect if the loan is repaid or discharged before the maturity. The Director may release the covenant, wholly or in part, in connection with a sale of the property approved by the Director, including any foreclosure, if the Director determines that under all the circumstances, including any proposed substitution of other units, the release will likely result in a net benefit to the City's efforts to achieve low-income housing goals, compared to maintaining the covenant. The Director may release a covenant, consistent with this section, on housing loans made under prior A & F Plans for any housing levies, Consolidated Plans, or other City policies or ordinances governing the use of housing fund sources, subject to any applicable requirements of federal or state law, or of grant agreements with the City's fund sources.

G. Supportive housing

Loan terms may include requirements specific to dedicating units for people who have been homeless or who have special needs. Borrowers whose projects have units restricted to persons with particular special needs may propose to change the special needs or target population group being served in a project sometime during the loan term. If an event occurs requiring a change in population group served, borrowers with special needs projects will first be required to serve another special needs population. If OH determines that it is not feasible or appropriate, OH may allow for any households within incomes at or below a specified income level to be served.

H. Contingent interest

Contingent interest shall be required for all projects at maturity, except as described below, or in the event of change of use or sale of property before the loan maturity date. Upon maturity, sale, change of use, or acceleration or prepayment of the loan, loan principal plus the greater of either deferred interest or contingent interest shall be due. Contingent interest shall be calculated according to a formula established by OH.

The City's contingent interest should reflect the amount of City funds contributed as permanent financing to a project and should be modified by any additional funds contributed during the loan term, such as capital contributions approved by the City or borrower subsidy necessary to cover operating losses. For example, if City funds are 50% of total project costs, the City should receive, in addition to repayment of its principal, 50% of proceeds remaining after repayment of approved project debt (but not including contingent interest owing to other project lenders). Contingent interest may be limited,

however, to a maximum effective rate of interest on the City loan, determined by the Director to be reasonable in light of the City's relative priority to other lenders on the project and any other relevant factors. Contingent interest may also be subject to cancellation or reduction as described in Sections J and K below.

I. Prepayment premium

Prepayment in full of loans will be subject to OH approval. Such approval shall not be unreasonably withheld if the borrower provides adequate assurances of future compliance with the affordability and occupancy restrictions in the regulatory agreement. If a borrower repays the City loan (principal plus the greater of interest or contingent interest) during the first 15 years of the loan term, a prepayment premium shall also be due.

The prepayment premium shall be 50% of the original loan principal if the loan is repaid during the first five years of the loan term. The prepayment will decline by 5% per year in years 6 through 15. There will be no prepayment premium after 15 years.

Prepayment premiums shall not be due in the event of involuntary prepayment, due to casualty where there are insufficient insurance proceeds or other sources reasonably available to complete the repairs or condemnation.

J. Loan term extension

Any unpaid principal balance and accrued, but unpaid, interest on OH loans will be due and payable at the end of the initial approximately 50-year loan term. Loan documents may provide borrowers with an option of extension, or, in certain circumstances described below, satisfaction of some or all of the amounts owing through extended provision of affordable housing. At the end of the loan term, borrowers will be encouraged to extend the loan term and continue to extend the period of affordability restrictions for an additional 25 years, provided the property continues to be in compliance with OH requirements. If the loan documents do not allow the option to extend, such encouragement may take the form of provisions that would result in the cancellation of any contingent interest if the borrower requests extension but the City determines to require repayment of principal and ordinary interest. Loan terms also may provide that if the City denies or conditions a request to extend the loan at maturity, payment of Contingent Interest will not be required.

K. Debt satisfaction through extended affordability

As an inducement to serve Extremely Low-Income households, OH may agree to terms in loan documents, for projects in which 50% or more of the units serve these households, by which, if the loan term is extended for 25 years and the borrower and the property remain in compliance with OH loan documents, the debt will be deemed satisfied at the end of that extension period or ratably over the extension period.

For any other projects, loan terms will not provide for any forgiveness of principal debt or ordinary interest, but if the period of affordability restrictions is extended after the initial approximately 50-year term for an additional 25 years, then the terms may provide that contingent interest will be deemed satisfied at the end of that extension period or the contingent interest percentage reduced ratably over the extension period.

L. Use of funds owing to the City

Sale of projects during the loan term requires OH consent. Loan payments to the City will be deposited in the Low-Income Housing Fund unless otherwise required by the fund source for the loan. Payments will be reallocated by OH to low-income housing projects according to priorities established in the currently applicable City policy plans as determined by OH, subject to any specific requirements applicable to Program Income from particular fund sources.

M. Deed of Trust; Non-recourse

Loans shall generally be secured by a deed of trust on the property where the City-funded units are located and generally shall be made on a non-recourse basis, with the City's remedy limited to its security in the project, project rents, and project reserves, except in cases of fraud, waste, or other circumstances determined by the Director to justify recourse against the borrower. OH may require recourse to the borrower or a guarantor, or both, if for any reason a loan is not secured by the real property or otherwise would not be adequately secured in the opinion of the Director, or may require recourse for a specific amount of time or until certain conditions are satisfied when the City's security in the property may be inadequate.

N. Use of OH-funded projects as security for other low-income projects

Borrowers may use OH-funded projects as security for financing other low-income housing projects if borrowers receive advance written approval from the OH Director. OH may give such approval if the borrower demonstrates that using an OH-funded project as security for financing another project will achieve benefits for the City and not jeopardize the viability of the OH-funded projects.

O. Conduit financing

To take advantage of opportunities to respond to requirements of particular projects, OH may provide funds to a project indirectly, for example by a loan to a borrower that then re-lends the funds to a project owner or lessee. Such financing may include, without limitation, acquisition of tax-exempt bonds from a conduit financing agency where the proceeds are used for an eligible project. In general, the project owner or lessee in such cases must agree to OH's regulatory terms and must provide a deed of trust for the benefit of the City or assigned to the City.

P. Management Plan

Prior to completion of construction, the borrower must submit for OH's approval a management plan for operations of the building, consistent with the requirements of Section IX below, with the exception of the capital needs assessment, which must be submitted to OH for approval within six months after completion of construction. For projects that do not include construction, a management plan and capital needs assessment shall be submitted when required by OH. The borrower must make any corrections required by OH and must operate the property in accordance with the management plan and not materially modify the plan or management policies without the prior written consent of OH.

VII. BRIDGE LOANS

OH may provide bridge loans, either directly or through an agreement with another lender or lenders, as short-term financing to assist in the development of projects that would further the objectives of the Rental Housing Program. The total outstanding principal balance of bridge loans under this Section must not exceed \$7 million. This limit does not include Acquisition and Preservation Program funding for rental housing projects or any convertible loans as authorized in Section VI above. OH may use funds derived from the 2009 and/or 2016 Housing Levies and any other funds authorized for this program, for bridge loans. Repayments on bridge loans and any interest earnings will be allocated to the subfunds from which the loans were made.

Bridge loans must be used for the acquisition of improved or unimproved property, or both, to assist in the production or preservation of low-income rental housing. Once completed, the housing development must provide affordable housing consistent with Program policies. Project sponsors must demonstrate that bridge financing is necessary for the proposed project to proceed, and that there is a high likelihood of obtaining permanent financing within two years.

To be eligible for a bridge loan, the borrower must meet the eligibility requirements for the Rental Housing Program. In addition, the borrower or sponsor must have successfully developed and operated at least three affordable housing projects, and must have demonstrated capacity to secure permanent financing for the proposed project before the loan maturity date.

For bridge loans made directly by OH, the interest rate generally shall be 3% simple interest, provided that the Director may authorize a lower rate if the bridge loan is made in conjunction with a bridge loan from another lender, and that the loans together achieve blended interest rate of 3%. Accrued interest shall be paid in full when the loan is repaid. Loans may be made on a nonrecourse basis, but OH may require recourse to the borrower or a guarantor when, for example, a loan is not fully secured by the real property or the loan to value ratio does not fully support OH's investment.

A 20-year covenant will be recorded against the property, unless a longer term is required by the fund source, which will require use of the property wholly or in part for low-income housing. The covenant shall continue in effect when the loan is repaid or discharged. However, the Director may release the covenant, wholly or in part, in connection with a sale of the property approved by the Director, if the property is not in housing use and the Director determines that development of low-income housing is infeasible and that the loan must be repaid.

The maximum term of the loan shall be 2 years. The Director shall have the option to allow extensions, or to convert the bridge loan to permanent financing if permanent financing is awarded through a NOFA. Any extensions may be conditioned on the borrower submitting an updated proposal for approval by OH. Borrowers must agree to terminate a use other than low-income housing upon OH request.

VIII. SUPPLEMENTAL FUNDING

OH may provide supplemental funding for projects that address capital needs of existing City-funded housing projects. For over 30 years the City has been funding affordable housing development, and many projects involved acquisition of older buildings. In recent years OH has encouraged owners to prepare detailed capital needs assessments of their housing portfolio, strengthen replacement reserves, and identify available fund sources for necessary upgrades. City funds may be used to assist with capital improvement projects which will improve living environments for residents, reduce building operating costs, achieve energy savings, and extend the life of the building.

Unless otherwise stated in this Section, Rental Housing Program policies will apply. Consistent with Section V, OH will issue a NOFA at least once a year, which will be the primary opportunity for project owners to apply for supplemental funding. The Director may approve a supplemental funding award outside the annual NOFA process to address emergency or time-sensitive needs where the health and wellbeing of the residents are at risk. Consistent with Section III, project owners must demonstrate that they have operated the housing in accordance with their loan and regulatory agreements, and either that they have the ability to complete the rehabilitation work and effectively manage the housing or that they propose an appropriate relationship with an entity that will provide the necessary capabilities.

Project sponsors must demonstrate that the housing has capital needs that cannot be addressed through the property's cash flow, reserves or other available resources. OH will give priority to proposals that meet at least one of the following additional criteria:

- Projects that are at or near the end of their existing City loan terms, if the owner would consider discontinuing the use as affordable housing unless the property can be rehabilitated.
- Proposals that present leverage opportunities that would allow a substantial rehabilitation of an existing project.
- Proposals whose scope of work includes items that, in addition to extending the useful life of the building by 20 years or more, will also improve the operational efficiency of the building.

A. Eligible and ineligible activities and costs

The project scope of work generally shall be limited to activities that address unmet capital needs and/or improve operational efficiencies. Eligible costs include, but are not limited to:

- Architectural/engineering fee
- Inspections & Surveys
- Insurance

- Capitalized Replacement Reserves in an amount approved by OH in the NOFA
- Closing costs
- Construction
- Contingency
- Construction management
- Environmental Assessments
- Hazardous materials abatement
- Permits
- Professional Fees
- Relocation
- Title insurance
- Condominium association assessments imposed for capital purposes
- Owner project management costs

Supplemental funding may be used to fund housing units, other residential spaces, and structural elements or common areas to the extent they support the low-income housing and not other uses in the building. Examples of acceptable uses include:

- Areas for cooking, eating, bathing
- Building Lobby
- Areas for resident use such as television or reading rooms
- Roofs, facades, corridors, stairwells, storage areas
- Management and service office space that is accessory to the housing
- Spaces used for on-site social services that are required to serve the residents of the housing

Costs associated with market-rate residential units or commercial spaces are not eligible for supplemental funding.

B. Cost-effective long-term investments

Supplemental funding proposals must demonstrate a cost effective, sustainable investment of public funding. Following are minimum requirements:

- Capital needs assessment must demonstrate that the proposed scope of work will extend the useful life of the building by at least 20 years, unless otherwise approved by the Director for specific building components.
- Project scope must address energy efficiency and related health and safety benefits, as feasible and appropriate, and should utilize funding through OH's Weatherization program if available.
- Per-square foot and per-unit costs must be reasonable given the type of housing, scope of work and market conditions.
- Fees for contractors and professional services must be competitive.

C. Leveraging and maximum percentage of capital funds

In general, OH will allow a maximum of 40% of Eligible Total Development Costs (Eligible TDC) of the project to be financed with Program funds. Eligible TDC includes all components of the development budget, including rehabilitation and soft costs, attributable to the housing units that are eligible for City funding, and any common areas to the extent that OH has determined they are eligible for funding. The

maximum percentage of project financing includes capital funding from document recording fee revenues awarded by King County. For purposes of this section, “project” is defined as those housing units that have previously received City funding and are rent-regulated, any additional housing units proposed to be rent-regulated, and common areas to the extent they serve those housing units. The Director may allow for up to 100% of Eligible TDC to be financed with City funds for a project serving extremely low income households or a project at risk of foreclosure.

The owner is expected to contribute financially to the project. Existing project reserves may be included as an owner contribution only if a post-rehabilitation capital needs assessment approved by OH demonstrates a 20-year useful life of the building. Owner contribution requirements will not apply to projects where at least 75% of units are restricted by OH to serve households at or below 30% of Median Income.

D. Construction requirements

Section IV Construction Requirements policies will apply to supplemental funding with the following exceptions:

1. Competitive selection of contractors. The Borrower must make every reasonable and practical effort to competitively select its general contractor, unless an alternative selection process is approved by the Director. Borrowers must propose a competitive process that clearly meets the City’s requirements as published in the NOFA. The Borrower shall submit a summary of its proposed competitive selection process. OH shall review the process and may require modifications prior to implementation. Depending on the scope of work in the supplemental funding proposal and the Borrower’s demonstrated ability, OH may allow the Borrower to act as its own general contractor.
2. Sustainability requirements. Projects generally must follow the requirements of the Washington State Evergreen Sustainable Development Standard. Details are available through the Washington State Department of Commerce. OH may waive certain requirements in instances where application of the standard would unnecessarily expand the scope of work of the proposed capital improvement project.

E. Loan conditions

Section VI Loan Conditions policies will apply to supplemental funding with the exception of the following areas:

1. Loan maturity. Supplemental funding loans will generally be a minimum of 50 years. OH may make a supplemental funding loan for a shorter term if the scope of work is relatively limited or if modification of the existing loan provides increased public benefit as described in paragraph 3 below. OH may provide short-term financing, for example, to address an urgent capital need or health or safety concern.

2. Interest rate. The interest rate for supplemental funding loans will generally be one percent (1%). If the project serves households with incomes at or below 30% of Median Income in at least half of the units, the Director may set the interest rate at zero percent (0%).
3. Loan terms. OH may modify existing loan terms and conditions to conform with current Rental Housing Program policies. OH may change the income limits or affordability level for units within the project if required by the fund source used for the supplemental loan or to provide increased public benefit by serving lower income and/or special needs residents. A loan modification will not result in higher Income or Rent limits for City-funded units, except where the Director determines that such a modification is required to sustainably operate the project and capital fund sources permit higher limits.

IX. MANAGEMENT AND OPERATIONS

Good management is critical to the overall success of projects. Project owners will be required to submit a management plan to OH for approval prior to completion of construction.

A. Management plan

Management plans must include the following:

1. Occupancy standard (# of persons per unit) that is consistent with applicable law, including Seattle Housing Code and federal, state and City fair housing standards.
2. Rent standard (household income and rents) that complies with contract restrictions.
3. A management philosophy that is appropriate for the target population.
4. Affirmative Marketing Plan that complies with federal, state and City laws and the Affirmative Marketing policy in Chapter 9. Borrowers must demonstrate cultural competency.
5. Community Preference policy and procedures, with prior approval by OH and SOCR, if applicable.
6. Roles and Responsibilities of key staff and contracted management.
7. Maintenance Plan including a schedule of routine and preventative maintenance; a schedule of inspections; and the long-term maintenance plan.
8. A Capital Needs Assessment (CNA) that includes a 20-year schedule of major replacements with a corresponding schedule of replacement reserve account deposits.
9. Budget: Annual projection of income, expenses, capital improvements, and reserve accounts.
10. Operating Policies and Procedures for the following management functions, at a minimum:
 - a. Admissions Policies: Income qualification procedures; tenant referral agreements if applicable; screening criteria, including procedures for individual assessment of applicants if applicable; and a copy of the lease or program agreement. Owners will provide notice of screening criteria as required by law. Except as required by federal law, criminal background checks are prohibited.
 - b. Rent: Rent collection, deposits, late payments, addressing damage to units, rent increases
 - c. Commitment to the City's Just Cause Eviction Ordinance.

- d. If mutual termination agreements are used, a written policy must allow mutual terminations to be used only in circumstances when an eviction would otherwise be filed or if requested in writing or verbally by a tenant. OH will review the mutual termination policy as part of its review and approval of the management plans submitted by project owners.
 - e. Management of tenant files and records
 - f. Work order and Repair process
 - g. Unit turnaround: filling vacancies
 - h. Building security and emergency plan
 - i. Community education and involvement plan for addressing complaints or issues raised by tenants and neighbors about the building or tenants.
11. Management plans for special needs housing and housing with support services should also include the following:
- a. Description of service support program to be provided to tenant households including funding commitments and contracts.
 - b. Identification of key staff roles and responsibilities related to service delivery including written agreements that describe relationships with other agencies.
 - c. A description of any tenant referral arrangement required by operating and/or services funding, including participation in King County's Coordinated Entry for All system.
 - d. For permanent supportive housing or other housing with a homeless services funding contract, screening criteria consistent with service funder requirements.
 - e. Involvement of tenants in project governance and house rules.
 - f. Description of performance or outcome measures.

B. Tenant income and rent requirements

Housing units are restricted to tenants who are income eligible at time of initial occupancy by the household, or at time of funding by the City, if later. Consistent with Program objectives and priorities, and affordability requirements to specific fund sources, housing units may be restricted to households with income up to 30%, 40%, 50%, 60%, or 80% of median income. Tenants must be income qualified prior to move in or prior to City funding for acquisition of occupied units. A maximum restricted rent is established for each housing unit, no higher than Affordable Rent for the income eligibility category and based on the number of bedrooms.

The Director may allow a housing unit restricted to Extremely Low-Income households to be rented to a household with income up to 40% of Median Income, on a case-by-case basis, if the household is homeless or if OH determines that the owner made a reasonable but unsuccessful effort to find an income-eligible tenant, and the unit has been vacant for at least 90 days or the building is undergoing initial lease up and may fail to meet occupancy requirements. This determination will be made upon review of the owner's advertising of available housing, including affirmative marketing, and data about income of applicants turned away. This waiver is available only to housing funded in 2017 or later, for units restricted to Extremely Low-Income households up to 30% of Median Income that are not receiving operating subsidy, such as Section 8 housing choice vouchers or Levy O & M funding. The

Director shall include information on waivers granted and denied during the past year in the annual

Housing Levy report. The requirement of Affordable Rent for Extremely Low-Income tenants for the unit will remain in effect, except as allowed in Section C below.

Where an occupied housing project is acquired or rehabilitated with Program funds, and rehabilitation does not require that existing tenants move out of units, OH may waive the unit affordability and occupancy restrictions for an incidental number of units occupied by existing over-income tenants. The waiver will be limited to a specified period, generally two years, and OH will require an extension of the regulatory term for an equal period for the units occupied by over-income tenants. At or before the end of the waiver period, over-income tenants must be relocated.

To the extent consistent with the Yesler Terrace Cooperative Agreement, OH may waive the income and rent restrictions for Yesler Terrace Replacement Housing units that are occupied, or to be occupied, by Yesler Terrace residents who must relocate due to public housing demolition and who are eligible to return pursuant to the Yesler Terrace Relocation Plan, provided that the income of the relocated tenant household does not exceed 60% of Median Income. Rents for City-funded Replacement Housing units will not exceed those allowed by HUD's Low Income Public Housing rent regulations and limits established in agreements with OH, which shall generally limit Rent to 30% of the tenant's income. Because Replacement Housing units will be occupied by relocated Yesler Terrace residents whose incomes are predominantly below 30% of Median Income, or by other households with incomes at or below 30% of Median Income, OH may count Levy and other funds used for development of Yesler Terrace Replacement Housing as funding serving households at or below 30% of Median Income for the purposes of the Levy Funding Allocation Policy in Section I of the Rental Housing Program Policies in this Chapter, above.

C. Rent increases

Rents generally may be adjusted annually to the maximum allowable rent based on number of bedrooms and affordability level. To avoid displacement of Low Income tenants, owners should avoid sudden, sizable Rent increases that could cause undue financial hardship or displace residents, particularly for existing tenants immediately after rehabilitation or acquisition. If Rent will increase as a result of acquisition and/or rehabilitation of housing, the initial post-rehabilitation or post-acquisition Rent increases for existing tenants will be subject to OH review to determine that Rent adjustments are reasonably necessary to ensure adequate project operating funds.

Tenants who are income-eligible at the time of their initial occupancy or the time of City funding, whichever is later, are not required to be relocated solely because their income later exceeds the restriction of their unit. However, upon recertification such over-income tenants may be subject to separate mandatory or optional rent increases, as follows.

- The owner must charge the maximum restricted rent for the unit if a tenant's income surpasses 140% of the maximum income limit for that unit.
- For units with any federal operating subsidy, or occupied by a tenant using a rental voucher, the tenant may pay up to 30% of income for housing costs when the tenant's income exceeds the

maximum income limit for the unit, consistent with requirements of the subsidy program and as approved by OH.

- For units that do not have any rent or operating subsidy, the owner is strongly encouraged to increase rent to 30% of the tenant's income if 1) the tenant's income surpasses 140% of the maximum income limit for the unit and/or 2) the tenant's income surpasses 65% of Median Income.
- If an agreement with HUD requires a higher Rent for a Yesler Terrace Replacement Housing unit than this section would permit, SHA may increase Rent for any tenant whose income exceeds the restriction of their unit (generally 30% of Median Income) up to the level required by HUD and as approved by OH.

All Rent increases are subject to other funder restrictions, and state and local law.

D. Floating units

OH may approve a "floating unit" regime that allows affordability levels in specific units to change so long as the total number of units at each affordability level in the development is maintained. In such cases, owners will be strongly encouraged to change the affordability level in a unit occupied by an over-income household when a unit at a higher affordability level becomes available in the building. The tenant will not physically move, but a lower affordability level will be assigned to the vacant unit, which would be made available to an income-eligible tenant.

E. Special populations

Owners who have committed to serve specific populations, and who sustain a loss of services funding that affects service delivery to such populations, shall consult with OH concerning alternatives.

X. PROJECT MONITORING

Owners must report annually on the status of their projects each year by June 30th, or on an alternative date specified by OH upon reasonable advance notice. OH coordinates its monitoring, site visits and inspections with other funders to help reduce administration time and disturbance to residents. Owners will submit written reports on a combined funders' annual report form, and OH supplemental reporting forms.

A. Compliance and performance evaluation

OH's compliance and performance assessments include, but are not limited to, the following compliance and performance areas. Additional, project-specific requirements may be included in loan documents.

1. Sound borrower fiscal health: The project borrower and its general partner, managing member or other owner when applicable are in sound fiscal health.

2. Management Plan: The project is operated according to the owner's original or amended management plan for the property.
3. Affordability: borrower must provide an annual report that demonstrates that tenant income determinations and rent levels complied with affordability requirements.
4. Affirmative marketing and nondiscrimination: The housing is affirmatively marketed, including advertisements in OH-identified listing sites that reach the general population and underserved groups; the population served is diverse; and the borrower can demonstrate nondiscriminatory treatment for all applicants and occupants, consistent with federal, state, and local fair housing laws and regulations.
5. Occupancy: The tenant family sizes are appropriate for the unit sizes and projects designed for particular populations are appropriately serving those populations with housing and, if applicable, services.
6. Unit Turnover and Vacancy: Vacant units are turned over quickly and vacancies are minimized.
7. Physical conditions: The property must be maintained in good and tenantable condition and repair that ensures safe, secure and sanitary conditions. Spaces must be used for their intended purposes (housing units, common areas, storage, accessibility etc.). The project's sustainable 'green' features are maintained and operating as designed.
8. Capital needs assessments: Long-term replacement needs and capital improvements are adequately planned for and completed on schedule according to capital needs assessment (CNA) schedule of replacements. Preventive maintenance and repairs are completed according to maintenance plan and schedule.
9. Sound project fiscal management: The project is operated according to sound fiscal management practices, and all reserves, taxes, utilities and debt service including any amounts due to the City are paid on schedule and reported as required.
 - a. Revenue management: The borrower collects rents in a timely manner and in a way that ensures adequate income to the property; ensures compliance with contracts for operating subsidy and rental assistance.
 - b. Expense management: The borrower manages expenses by re-evaluating and re-procuring goods and services from time to time.
10. Community relations: The housing project is a good neighbor, which is measured by good maintenance, street appearance, and responsiveness to neighborhood concerns and complaints.

B. Annual performance letters; actions to resolve Findings

OH will provide performance letters each year to all borrowers specific to their projects that have at least one full year of operation. The performance letter will:

1. Summarize OH's review of compliance and performance in the project monitoring areas described above;
2. Identify any instances of major or chronic non-compliance with terms of the loan agreement, subsidy contract or other loan documents ("Findings");
3. Specify actions required to resolve Findings that must be performed and documented by the borrower by a certain deadline, and/or specify a date by which the borrower must submit a plan to resolve Findings for OH review and approval.

OH may accept, accept with conditions, or reject a proposed plan to resolve Findings. If a borrower's plan includes a proposal for City funding, the borrower must make a significant financial contribution and satisfy all other requirements of Section VIII.

A borrower that disputes a Finding may submit a written protest to OH within 30 days of receipt of the performance letter. A protest must state the reasons why OH's determination of Findings was unjustified, provide copies of any supporting documents, and include affidavits or declarations as to any facts rebutting the basis for the OH determination that are not established by other supporting documents. The Director or another OH employee designated by the Director shall make a written decision on a protest within 30 days of receipt. That decision shall be the final administrative decision of the City for purposes of determining whether a borrower is in "Good Standing" as described below.

C. Good Standing

A borrower is in Good Standing if (a) the borrower has no Findings identified in its most recent performance letter; (b) OH determines that the borrower has remedied all Findings in its most recent performance letter; (c) the borrower is diligently pursuing a plan accepted by OH to remedy Findings as promptly as feasible; or (d) the borrower's timely protest of the Findings is upheld by OH. The borrower has the responsibility to provide timely documentation to OH to demonstrate that it has remedied Findings, or complied with the terms and conditions of the OH accepted plan.

In January of each year, the Director will notify borrowers that OH has determined are not in Good Standing. A notice that a borrower is not in Good Standing shall identify the Findings that the borrower has not demonstrated are remedied, and/or the actions or conditions in the OH accepted plan that the borrower has not diligently pursued or satisfied. Such notice shall also state that the borrower and its Affiliated Entities are ineligible to apply for Program funding until after a determination of Good Standing in the following year.

No determination of Good Standing, or failure to make a Finding, or determination with respect to a finding, or acceptance of any plan to remedy Findings or actions thereunder, shall constitute a waiver or modification of any terms or requirements of loan documents or any other legal obligations of any borrower or other person, unless expressly so agreed in writing by OH. For example, OH may pursue remedies for any default under loan documents even though the default is not considered a Finding.

3. OPERATING & MAINTENANCE PROGRAM

The Operating & Maintenance (O&M) Program provides operating support for Levy funded housing affordable to households with incomes at or below 30% of the Median Income. O&M funds are used to fill the gap between eligible operating and enhanced property management costs, and project income from rent and any other subsidies. OH may make a contingent commitment of up to 20 years of operating support, which assists owners to secure project financing.

O & M Program Priorities

Priority will be given during the project review process to Levy funded projects for which significant non-City operating or service funds have been secured and that will serve homeless or other special needs populations requiring supportive services to maintain safe, stable living arrangements.

O & M Program Policies

These policies apply to all initial commitments of 2016 Housing Levy O&M funds and annual renewals made under any of the housing levies, except to the extent there is a binding contract in effect providing that the City will renew an agreement on specific terms or the policies are inconsistent with a provision of a prior levy ordinance that is still in effect. If there are terms still in effect governing renewals in a binding contract, renewals shall be based upon the terms of the contract, except to the extent that OH and the project owner agree to substitute different terms consistent with these policies.

A. Eligible projects; Project selection for initial commitments

Rental projects funded with 2016 Levy Rental Production and Preservation funds are eligible for 2016 Levy O&M Program funding. In addition, OH may use 2016 O&M funding to extend the contract of a project that received O&M funding from a prior levy if O&M funding provided by the prior levy has been fully disbursed.

At least once per year, OH will issue a Notice of Funds Available (NOFA) for the O&M Program. Application requirements will be included in the NOFA.

The application review process considers the following project characteristics:

- The reasonableness of the proposed operating budget;
- The amount of operating and supportive service funds leveraged by the project;
- The experience and capacity of the owner in serving similar populations as well as the owner's general affordable housing development and management experience;

- The adequacy of the management plan for the proposed tenant population and building;
- The scope of any rehabilitation and whether the work minimizes operating expenses;
- The adequacy of the maintenance plan in maintaining the building and preventing long-term maintenance problems; and
- The commitment and reasonableness of support services, if necessary, for the proposed tenant population.

B. Eligible households

To be eligible for O&M subsidy, units must be occupied by households with incomes at or below 30% of Median Income. Households must be income qualified prior to moving into the unit or at the time of funding for occupied buildings.

C. Funding limits for initial commitments

O&M funding is intended to be a shallow subsidy that is combined with tenant paid rent and/or other operating subsidies to cover building operating costs attributable to the O&M-funded units. In order to provide opportunities for as many projects as possible, the maximum funding award is \$2,500 per unit per year, for the initial full year of occupancy. In addition, funding will generally be limited to no greater than 25% of effective gross income of the building, except as approved by the Director, for the initial full year of occupancy. Section 8 subsidy and O&M subsidy may be combined for the same project to increase the number of Extremely Low-Income units, but subsidies from the two programs generally may not be combined to support the same unit. OH may approve O&M to support permanent supportive housing units with Section 8 subsidy if additional operating subsidy is necessary to cover enhanced property management costs and no other fund source is available. Enhanced property management costs must be reasonable and necessary costs of operating the housing in light of the population to be served, such as 24-hour staffing.

Projects will be eligible for annual increases in O&M subsidy, subject to OH approval and availability of funds, to cover increases in the annual funding gap.

D. Rents and occupancy

Eligible households generally shall be required to pay 30% of monthly income for Rent. As part of the rent calculation, OH will allow adjustment of monthly income for certain allowable expenses as contained in 24 CFR Section 5.611. Owners may request alternate Rent schedules to meet unique program objectives. For example, OH may permit exceptions if tenants are directing their income to other program goals such as education or saving for transition to permanent housing (e.g., first month rent, deposits). Specific program requirements will be outlined in subsidy contracts. Occupancy rates are expected to be maintained at 95% or better or a rate determined optimal for the specific project and housing program. Annual project budgets should reflect estimated rental income based on type of occupancy.

For housing units where Program funding is combined with other operating subsidy sources, household income shall be reviewed annually and the tenant's rent payment may be adjusted by the owner, but may not exceed 30% of monthly income. For housing units where Program funding is the primary source of operating subsidy, OH may approve tenant-paid rents no higher than the Affordable Rent for a household at 30% of Median Income. If a household's income changes prior to the annual review (due to loss of a job, addition of a household member, death of a household member, etc.), rents can be adjusted.

Some households may have little or no income when first moving into O&M-subsidized housing. In these instances, OH may allow the minimum tenant share of income paid for Rent to be waived or reduced until the household qualifies for public assistance or becomes employed. Owners must include any plan to temporarily reduce the share of tenant income required for Rent in their application, and must demonstrate that the housing units will be financially viable.

E. Ineligible units

When a household in an O&M subsidized unit has a change in income or household composition that results in income greater than 30% of Median Income, the household is determined to be "over-income" and the unit is no longer eligible to receive subsidy. In such cases, the O&M subsidy amount would be adjusted from the date the unit was determined ineligible based upon a revised calculation of income and expenses for eligible units. The household may have an adjustment in Rent depending on the terms of the City regulatory agreement or conditions of other funding.

F. Management plan

A management plan is required for each application for O&M subsidy. The plan must be consistent with Rental Housing Program policies and local laws and regulations.

G. Maintenance plan

Each project must have a maintenance plan that describes how the building will be managed and maintained. It should describe the acceptable standard for each room, common space (hallways, stairs, lobby), building systems and exterior. The Plan should include a schedule for inspections and regular and preventive maintenance of the building. The plan must also describe how long-term replacements and maintenance will be accomplished.

H. Operating budget and use of funds

Each year, owners with O&M subsidy contracts will be invited to apply for an annual renewal of subsidy. Applicants will submit actual financial statement for the previous year and a proposed operating budget, in the required format, based on the actual expenses from the previous 12-month period plus a reasonable adjustment for inflation. The budget and the annual award follow the City's fiscal year, which begins January 1, unless OH allows an alternate subsidy period.

Eligible uses of O&M subsidy include operating expenses attributable to O&M-supported units:

- On-Site Management: Operations and maintenance costs directly associated with operating the building. This includes on-site management salaries, benefits and personnel costs; utilities; contracted building services such as elevator, pest control, landscaping, fire safety, security; repair and maintenance expenses such as materials, janitorial supplies, unit turnover costs and other repairs. Enhanced property management costs directly related to managing the Levy-funded units, including, to the extent they are reasonably necessary, costs of operating the housing in light of the population the owner has committed to serve (e.g. 24 hour resident manager).
- Off-Site Management: Property management and personnel costs directly associated with operating the building.
- Administration: Property taxes, insurance, legal, marketing, accounting, financial statements and audits, and other costs directly associated with administration in the building.
- Replacement and Operating Reserves: Replacement reserve deposits are an eligible operating expense. O&M funds can be used to fund replacement reserves to a maximum set by OH, with disbursements from reserves restricted to repairs and replacement of major building components as approved by OH. The amount added to the reserve will be based on OH loan conditions and periodic Capital Needs Assessments to be prepared by owners.

Operating reserve deposits to cover unforeseen operating costs are an eligible expense. The operating reserve account is considered adequate when the balance is equal to 50% of a year's operating budget. The operating reserve may also be used to pay for building improvements that cannot be entirely funded by the replacement reserve. As part of the management plan, each owner must provide their policy and procedures for managing reserve accounts. The requirements and limits on replacement and operating reserves for specific projects may be adjusted periodically by the Office of Housing based on a review of the capital needs and operating risks of projects and of other public funder standards.

The program will not subsidize debt service. O&M subsidies may be provided to a portion of units in a mixed-income project that has debt service, provided that all debt service costs are carried by the income from the non-O&M supported portion of the building and the building owner demonstrates a shortfall between income and expenses attributable to the O&M supported units. O&M subsidy will not be granted to support a shortfall on the non-O&M supported portion of the building.

I. Subsidy term

O&M awards have a maximum contract term of 20 years from the date that the O&M units are complete and occupied. Subsidy is subject to availability of funding and to annual reviews that may result in adjustments to subsidy amounts or discontinuance of subsidy, in the discretion of OH. For example, subsidies may be reduced or discontinued if increasing revenues from other housing units,

commercial space, or alternative subsidy sources are available to a project, or if shortfalls in funding resources require OH to prioritize O&M-eligible projects.

O&M contracts may provide that if, during the term of commitment for O&M subsidy, the subsidy is discontinued or reduced, and if the owner therefore cannot meet operating expenses of the O&M units with rents affordable to Extremely Low-Income households, the owner may rent the units to any Very Low-Income households who can pay rents sufficient to cover operating costs of the units, but not to exceed Affordable Rents for Very Low-Income households. The owner must prepare a plan acceptable to OH prior to any change in occupancy or program focus. The plan must give preference to the lowest income households who can pay such rents.

J. Expiring contracts

For most of the properties supported by 1986 Levy O&M Program funding, the initial program contracts have expired and owners have received contract extensions. OH may continue to grant extensions to expiring O&M subsidy contracts originally funded under the 1986 and 1995 Housing Levies, provided there are available funds in the 1986 and 1995 Levy O&M program reserves. If the program funding has been fully expended, OH may award 2016 Levy funds to extend contracts for a portion or all of the O&M-supported units. Projects will be required to demonstrate:

- Need for continued subsidy.
- Housing meets current City housing priorities.
- Project meets applicable performance measures and housing outcomes.

K. Annual reviews

OH will conduct financial, management, operations, and maintenance reviews of projects receiving subsidy each year. OH will determine the subsidy amount on a year to year basis for the term of the contract.

For the annual review, the owner must provide:

- An annual report according to the terms of the OH loan agreement.
- Operating Budget projected for the next year based on current year 'actuals'.
- An actual financial statement for the project compared with the operating budget. The statement must include cumulative balances for replacement and operating reserves.
- Audit, if applicable, in a form acceptable to OH
- Tenant Rent Roll including household incomes and rents charged for each unit.
- Capital Needs Assessment updates and details on major repair and maintenance work planned for the next year, if any including an estimate of the work and source of funds.
- Examination of services outcomes and copies of service contracts.

- A narrative report explaining how the subsidy received in the prior year and the subsidy requested for the next year will allow the owner to meet its commitment to serve Extremely Low Income households.

L. Subsidy payments and adjustments

O&M subsidy will generally be paid to projects on a quarterly basis. The amount and the conditions for providing subsidy will be negotiated between OH and the owner, and established in an annual contract amendment. The amount of subsidy paid each quarter will depend on the operating budget and cumulatively cannot exceed the approved annual amount. Owners will be required to provide quarterly financial reports. Owners may request subsidy readjustment at any time; however, except for unusual circumstances, OH will review just one adjustment request per project annually.

Increases to the subsidy amounts prior to the annual review will only be made when it is determined by OH to be reasonable due to unforeseen circumstances and only if in the judgment of OH, there are sufficient uncommitted O&M funds to provide an increase.

A project that is showing a surplus at the end of the year may be required to make repayment to OH or make additional contributions to replacement reserves in the amount of the surplus.

4. HOMEOWNERSHIP PROGRAM

I. Homebuyer Assistance

The Office of Housing uses funds from various sources to help create affordable homeownership opportunities for low income homebuyers in Seattle. The following program policies apply to funds awarded by OH for homeownership, including 2016 Levy Homeownership Program funds, 2009 Levy uncommitted Homebuyer Assistance Program funds; funds received through land use code provisions; program income and investment earnings derived from Housing Levies and other OH-administered homeownership fund sources, subject to the limitations described in Chapter 1.

PROGRAM OBJECTIVES

The Program assists Low-Income First-Time Homebuyers to purchase a home in Seattle. The following objectives are variously met through two basic models of assistance: subordinate mortgage loans, also known as down payment assistance; and acquisition or development subsidy, which increases the supply of Resale Restricted Homes affordable to the initial and successive homebuyers.

The following objectives guide the Program:

- Enable qualified low-income families and individuals to become homeowners and achieve housing stability and other benefits of homeownership.
- Promote socioeconomic diversity among homeowners in Seattle neighborhoods.
- Create an ongoing resource to assist future Low-Income homebuyers through either resale restrictions that will maintain an affordable home price or loan repayment terms that will generate Program Income with which to assist future homebuyers or other Low-Income households.
- Promote the expansion of programs that achieve long-term homeownership affordability.
- Increase the supply of for-sale housing affordable to Low-Income homebuyers.
- Combine with other sources of homebuyer assistance funds (Washington State Housing Finance Commission, State Housing Trust Fund, Federal Home Loan Bank, etc.) to leverage City dollars and capitalize on existing service delivery systems.
- Promote homebuyer education as a best practice by requiring households using City homebuyer assistance to complete a pre-purchase homebuyer education program.

- Promote a mix of unit sizes and amenities to accommodate families, including large families, for new construction projects.

PROGRAM POLICIES

A. Eligible use of funds

Housing Levy funds may be used for any of the following, and other Program funds may be used for the following to the extent authorized for the fund source used:

1. **Subordinate Mortgage Loans:** Also known as down payment assistance, loans to assist eligible homebuyers by filling all or part of the gap between the cost to purchase an eligible home and an affordable first mortgage amount plus the buyer's down payment.
2. **Development Loans for Resale Restricted Homes:** Loans to assist qualified developers acquire or develop homes to be sold to eligible homebuyers. Such homes are resale-restricted to preserve affordability, and to limit resales to successive Low-Income First-Time Homebuyers.
3. **Bridge Loans:** Short term loans to purchase land or building(s) to develop homes to be sold to eligible buyers as Resale Restricted Homes. Bridge loans are intended to be repaid with permanent financing.

B. Eligibility requirements

1. Homebuyer eligibility. Homebuyers must be First-Time Homebuyers with household incomes at or below 80% of Median Income, adjusted for household size. A "First-Time Homebuyer" is defined as a household that does not include any person who has owned and occupied a primary residence at any time in the 3 years preceding the home purchase for which Program assistance is provided.

The first mortgage, or share loan in the case of cooperative housing, or other financing that the homebuyer uses to purchase the home is subject to OH approval. Homebuyers may use any first mortgage product approved by OH, including FHA and Fannie Mae products, and portfolio loans. FHA 203(k) purchase-rehabilitation loans are also eligible, provided the rehabilitation amount exceeds \$5,000.

Homebuyer households must successfully complete a pre-purchase homebuyer education program and one-on-one homebuyer counseling conducted by an OH-approved agency.

A homebuyer purchasing a Resale Restricted Home developed using financing from OH is ineligible for a subordinate mortgage loan from OH, but if the developer takes a subordinate mortgage as seller financing, OH may require that it be assigned to the City either absolutely or as security for repayment of a City loan to the developer.

2. Homebuyer contribution. Homebuyers must provide a minimum of \$2,500 or 1% of the purchase price, whichever is greater, of their own funds toward the home purchase, except as provided in this

paragraph. The homebuyer contribution must include all liquid assets, except that the homebuyer may retain \$10,000 or six months of housing payments, whichever is greater. Homebuyers may receive gifts of funds towards their portion of the down payment; however, gifts must not exceed 25% of the homebuyer's total down payment requirement. Homebuyers may provide a lower financial contribution as follows: (1) for eligible buyers participating in an OH-approved, nonprofit-sponsored, sweat equity housing program that requires significant participation by the homebuyer, the homebuyer's contribution of volunteer time may be accepted in lieu of the minimum cash contribution; and (2) for eligible buyers who have a long-term disability and whose household income includes SSI or similar public income support, gifts may constitute up to 75% of the homebuyer's total down payment requirement.

3. Minimum housing payment. The homebuyer's annual housing payments as projected, subject to OH approval, prior to closing of the purchase, shall not be less than 25% of the household's annual income. Housing payments include principal, interest, property taxes, homeowner's insurance and, if applicable, homeowners association dues or lease payments, and do not include utility payments. A homebuyer with sufficient liquid assets so that, after the required down payment, the mortgage financing needed on normal terms would result in housing payments below 25% of household income, generally would not be eligible, including for subsequent purchases of a Resale Restricted Home.

4. Property requirements. All types of for-sale units are eligible for funding consideration, including single-family residences, condominium units, limited equity cooperatives, co-housing, and homes on leased land. Homes must be located in Seattle, and have a purchase price no greater than a maximum amount established by OH and published annually. Properties must be the homebuyer's principal residence and remain owner-occupied through loan maturity or payoff. The Director may waive the owner-occupancy requirement for a limited period of time under certain circumstances, such as military service. Purchases of properties for investment are not allowed under this program. Homes with an accessory dwelling unit are eligible, provided that the buyer will be an owner-occupant of the home. A lease-to-own contract or long-term lease may be considered a purchase.

C. Subordinate mortgage loans

1. Amount of assistance. Assistance to enable homebuyers to purchase a home will be limited to gap financing of homebuyers, up to a maximum of \$55,000 for any assisted household except as stated below. "Gap" is defined as the difference between the cost to purchase the home and the buyer's down payment plus an affordable mortgage amount for the homebuyer. Generally, an affordable mortgage is one that results in total housing payments in the range of 25% to 35% of the household's income, depending on the buyer's individual circumstances. OH will establish the gap formula used by homebuyer agencies receiving program awards, and will review the gap analysis for each individual loans for compliance with these policies and requirements published in a NOFA.

Loans in excess of \$55,000 are allowed under one circumstance: In order that single-source subordinate mortgages may be provided for the convenience of borrowers, in lieu of assistance from Levy or other City funds and non-City sources to the same borrower, OH may allow a higher amount of City-funded homebuyer assistance, not to exceed \$70,000, for a borrower that receives assistance made as part of a project or lending program for which a nonprofit lending agency has obtained commitments of non-City homebuyer subsidy funds, but only if all of the following conditions are satisfied:

- a. Non-City subsidy funds provided to such project or program must be used for deferred subordinate mortgages or other assistance that assists Low Income households to purchase a home in Seattle.
- b. The average amount of City homebuyer assistance, of loans made between January 1, 2017 and December 31, 2023 for all eligible households assisted by the project or program to purchase a home in Seattle, including buyers who do not receive any City-administered funds, may not exceed \$55,000.

2. Loan terms. Proceeds of subordinate mortgage loans may be applied to purchase price, closing costs, counseling fees, and interest rate write-downs of the first or subordinate mortgages. Subordinate mortgage loans will generally be 30-year deferred loans. Loan repayment terms shall specify the interest rate, which generally shall not exceed 3% simple interest; loan term; period of payment deferral; and any contingent interest or share of appreciation, which may be reduced and/or eliminated over time. The terms of the subordinate mortgage loans shall provide that the entire principal balance is due upon sale, other transfer or refinancing of the home, at the lender's option, to the extent permitted by applicable law. However, OH may permit assumption of the loan by another eligible buyer household in lieu of repayment and may subordinate its deed of trust or other security to substitute senior loan financing.

3. Notice of Funds Available. OH will provide subordinate mortgage funds via qualified homebuyer assistance agencies. Homebuyer agencies are responsible for affirmative outreach, identifying and screening potential borrowers, and submitting borrowers' loan packages to OH for approval. OH will issue a Notice of Funds Available (NOFA) at least once per year to solicit applications from such agencies. The NOFA will provide application requirements, applicant eligibility criteria, details on specific fund sources available, application forms, and deadlines. OH may allow minor deficiencies to be corrected and clarifications to be made by applicants during the review process. Otherwise, incomplete applications will not be considered for funding. The applicant and Affiliated Entities must be in Good Standing on all existing loans, program agreements and contracts administered by OH as defined in Section H below.

D. Development loans for Resale Restricted Homes

1. Resale Restricted Homes. Program funds may be used to assist in the Site Acquisition and/or development of land and homes to be sold to eligible homebuyers as Resale Restricted Homes. “Resale Restricted Homes” are homes that are subject to recorded restrictions intended to require that, for a period of at least 50 years, upon resale, the homes must be sold to eligible homebuyers at a sales price that is likely to be affordable to a Low-Income homebuyer. Resale restrictions must be in the form of a ground lease, covenant, or other recorded document approved by OH. The applicant’s methodology for establishing maximum initial and resale prices is subject to approval by OH.

2. Initial Purchase Price and resale price formula. The Initial Purchase Price and the formula to be used to determine resale price limits are subject to OH approval. The “Initial Purchase Price” is the value that will be entered into the instrument restricting the resale price and is the value to which the resale formula will be applied. The Initial Purchase Price and the resale price limit may exclude or provide adjustments for subsidies to the buyer or junior mortgage financing that is subject to forgiveness or may be assumed upon resale. The terms of any junior mortgages and/or other subsidy shall be subject to approval as well as their potential impact on current and future affordability. OH may provide development subsidy to allow for an Initial Purchase Price to be affordable to households with incomes between 65% and 75% of Median Income to improve the likelihood that homes will continue to be affordable to income-eligible homebuyers for a minimum of 50 years.

The applicant must demonstrate that the Initial Purchase Price is affordable at an income level approved by OH and the resale formula is likely to keep the home affordable to Low-Income households at subsequent resales over the course of the affordability period. Generally, an affordable price is one that results in total housing payments in the range of 25% to 35% of the household’s income. OH will assess the affordability of the Initial Purchase Price assuming the minimum required homebuyer contribution and a household size equal to the number of bedrooms plus one. OH may allow or require exceptions to the assumed household size, for example for shared housing or limited equity cooperatives. Other assumptions used to determine the Initial Purchase Price, including but not limited to housing payment ratios, interest rates and property taxes, are subject to OH approval.

The resale price formula shall be applied to the Initial Purchase Price and shall establish restrictions on future purchase prices in order to provide for continued affordability to Low-Income homebuyers over a reasonable range of future changes in median incomes and interest rates. The resale price formula may allow for limited annual increases in resale prices, generally between 1% and 3% per year, with possible adjustments based on junior financing terms as described above or others approved by OH.

3. Financing. Assistance shall generally be in the form of long-term financing. Long-term assistance shall generally be made available through 0% to 1% interest loans with payments deferred for 50 years. Short-term acquisition funding shall generally be through the Acquisition and Preservation Program; however, OH may make a bridge loan under the policies set forth below.

4. Eligible and Ineligible Costs and Activities. Program funds shall be used for costs associated with Site Acquisition and/or development of Resale Restricted Homes. Funds may be used to finance entire developments, individual units, or residential portions of a development. Nonprofit borrowers are encouraged to use other cost-effective sources for pre-development funding such as Impact Capital.

Eligible costs include but are not limited to:

- Appraisals
- Architectural/engineering fees
- Closing costs
- Construction
- Contingency
- Counseling fees
- Developer fees
- Environmental Assessment
- Financing fees
- Hazardous materials abatement
- Insurance
- Interest
- Inspection and survey
- Option costs
- Permits
- Reimbursement of pre-development costs
- Professional Fees
- Purchase price
- Relocation
- Title insurance

Program funds may be used to fund housing units, residential spaces, and common areas to the extent they serve the low-income housing and not other uses. Program funds can be used for projects that combine affordable Resale Restricted Homes with market-rate housing and/or commercial or other nonresidential spaces. However, costs associated with market-rate housing and commercial spaces are not eligible for Program funding.

Borrowers must demonstrate that proposed uses of Program funding are attributable to eligible residential spaces only and that costs of other parts of the project are paid by funds eligible for that purpose. Where it is impractical to segregate costs between Program-funded units and other portions of a mixed-use or mixed-income project, the Director may permit such costs to be pro-rated between Program funding and other funding sources based on a reasonable formula. The Director may set standards for a bedroom for the purposes of OH funding amounts and setting initial purchase prices.

5. Project requirements

a. Eligible borrowers. An applicant and/or proposed borrower must demonstrate the ability and commitment to develop, sell and steward affordable homeownership units, including a stated housing mission in its organizational documents. OH will evaluate the experience of an applicant's development team, management team, Executive Director, staff, and Board of Directors (if applicable) to determine if there is sufficient capacity to sustainably develop, own and steward affordable homeownership units on a long-term basis.

Applicants that lack direct experience in these areas may demonstrate capacity by partnering with an entity or entities that provide essential expertise to the project. In these cases, OH will evaluate the proposed partnership to ensure it meets the needs of the project and is sustainable for an appropriate length of time.

The applicant, proposed borrower, and all Affiliated Entities of each of them (whether or not involved in the proposed project) must be in Good Standing on all existing loans and contracts administered by OH, as defined in Section H below.

Eligible applicants and borrowers are:

- Nonprofit agencies with charitable purposes. Private nonprofit agencies will be required to submit articles of incorporation and an IRS letter as proof of nonprofit status.
- Any corporation, limited liability company, general partnership, joint venture, or limited partnership.
- Public Development Authorities.
- Seattle Housing Authority, except that funds for housing developed at Yesler Terrace must be consistent with the Yesler Terrace Cooperative Agreement.
- Private for-profit firms.

b. Maximum amount per unit, leverage and cost-effective investments. The City will award up to \$100,000 per unit, except that, in order to encourage the development of family-sized units, the Director may approve funding up to \$130,000 per unit for development of units with 3 or more bedrooms. This maximum amount does not include any short-term acquisition and/or bridge loan that has been repaid. The development subsidy award will be based on the demonstrated development gap, defined as the difference between total projected initial sale prices of the homes and eligible total development cost. Total development costs are all components of typical development budgets, including Site Acquisition, construction costs and soft costs.

The City strives to leverage non-City resources for capital to the greatest extent possible. Borrowers are expected to maximize other capital resources to help ensure that the greatest number of quality affordable homeownership units are produced, taking account of policies and factors affecting cost, including family-sized units.

Proposals for quality affordable housing must demonstrate a cost effective, sustainable investment of public funding. Minimum requirements for cost-effectiveness may be set in the NOFA.

c. Additional policies. Development projects must also comply with the following policies contained in Chapter 9, General Policies for Capital Development, where applicable:

- Community Relations
- Relocation, Displacement, and Real Property Acquisition
- Affirmative Marketing (applies to projects where developer is selling units to homebuyers)
- For projects involving construction, Fair Contracting Practices, WMBE Utilization, and Section 3

Additional requirements apply to fund sources other than the 2016 Housing Levy, including federal requirements for HOME and CDBG funds. Applicants should contact OH to determine applicable policies.

6. Project selection

a. Notice of Funds Available. OH will issue a Notice of Funds Available (NOFA), at least once per year, which will provide application requirements, details on specific fund sources available, application forms, and deadlines. As provided in Chapter 7, OH may separately announce funding available for affordable housing development on a publicly owned site. In addition, OH may separately review and approve applications for funding for housing developments at the Fort Lawton Army Reserve Center consistent with a Council-approved redevelopment plan. OH may also expend funds directly on the lease or acquisition of property at Fort Lawton, prior to adoption of the redevelopment plan and separate from a funding award for development of affordable housing. Applicants and Affiliated Entities must be in Good Standing on all existing loans, program agreements and contracts administered by OH as defined in Section H below.

All applicants are required to attend a project pre-application conference with OH staff prior to submitting an application. OH may allow minor deficiencies in funding applications to be corrected and clarifications to be made by applicants during the review process. Otherwise, incomplete applications will not be considered for funding.

OH strives to ensure fair contracting methods and competitive pricing in the construction of affordable housing. OH may include minimum construction requirements in the NOFA, including but not limited to standards around selection of contractors, contracting and project management capacity. Borrowers are responsible for the compliance of all documents, plans and procedures with all applicable laws, regulations, codes, contracts, and funding requirements.

Other information may also be requested or required in the NOFA, including but not limited to project description, borrower capacity to develop, own and steward permanently affordable homeownership units, buyer profile, evidence of site control, appraisal, and community notification.

b. Proposal review. Funding applications are reviewed and evaluated in detail by OH staff based on the requirements listed in this Section and additional criteria published in the NOFA.

When projects have been evaluated, staff makes funding recommendations to the Director. The Director, whose decisions on funding shall be final, shall make funding awards based on his or her judgment as to the merits of the proposed projects; the projects' strengths in meeting the objectives and priorities stated in applicable plans and policies and the NOFA; the capacity of the applicant to attain and sustain long-term homeownership affordability and other factors as detailed in the NOFA or offering documents.

c. Fund award. The Director authorizes a fund award for each selected project, which provides information about fund source requirements, funding levels, and conditions that must be met prior

to closing. Fund awards are not binding on the City until contract documents are signed by both the Director and the owner.

The Director may reduce or revoke funding to any project based on failure to meet funding conditions; decrease in costs from the preliminary cost estimate submitted in the application; failure of the applicant to obtain other funding; noncompliance by the applicant with City policies; determination of inaccuracies in the information submitted; increased costs or other factors affecting feasibility; results of environmental or other reviews; changes in the Good Standing of the applicant, borrower, or Affiliated Entities; or failure to the applicant to agree to loan conditions.

7. Loan conditions. Loan conditions, including but not limited to repayment, covenant terms, interest rate, extensions and/or deed of trust will be covered in the NOFA, other offering documents and/or in loan documents.

A covenant or other acceptable legal restriction, such as a ground lease, will be recorded against the property that makes the units funded by the City Resale Restricted Homes. Unless otherwise agreed by the Director, the restriction shall continue in effect if the loan is repaid or discharged before the maturity. The Director may release the restriction, wholly or in part, if there is recorded a substitute covenant or other legal restriction such as ground lease at the time homes are sold to eligible homebuyers so that they are Resale Restricted Homes. The Director also may release the restriction, wholly or in part, in connection with a sale of the property approved by the Director, including any foreclosure, if the Director determines that under all the circumstances, including any proposed substitution of other units, the release will likely result in a net benefit to the City's efforts to achieve low-income housing goals, compared to maintaining the covenant.

G. Bridge loans

OH may provide bridge loans as short-term financing to assist in the development of projects that would further the objectives of the Program. The principal balance outstanding on bridge loans authorized in this section must not exceed \$2 million in Program funds. This limit does not include any 2016 Housing Levy Acquisition and Preservation Program funding for homeownership housing. OH may use funds from the 2009 Levy Homebuyer Assistance Program or the 2016 Levy Homeownership Program, alone or together with other funds. Repayments on bridge loans and any interest will be allocated to the subfund from which the loan was made.

Bridge loans must be used for Site Acquisition, which includes the acquisition of improved or unimproved property, or both, to assist in the production or preservation of low-income homeownership housing. Once completed, the housing development must provide affordable housing consistent with Homeownership Program policies. Bridge loans may be made available through a rolling NOFA in which the applicant can apply at any time. A pre-application meeting is required before applying for a bridge loan.

Project sponsors must demonstrate that bridge financing is necessary for the proposed project to proceed, and that there is a high likelihood of obtaining development financing within two years. To

be eligible for a bridge loan, the borrower must meet the eligibility requirements defined in Section D and be in Good Standing as defined in Section H. In addition, the borrower or sponsor must have successfully developed and operated at least three affordable housing projects, and must have demonstrated capacity to secure development financing for the proposed project before the loan maturity date.

The interest rate on bridge loans generally shall be 3% simple interest. The Director may authorize a lower rate in order to leverage other funds that, together with OH funds, create a blended rate of approximately 3%. Accrued interest shall be paid in full when the loan is repaid. Loans generally will be made on a non-recourse basis. OH may require recourse to the borrower or a guarantor, or both, if for any reason the Director deems it necessary or prudent in order to minimize risk.

The Director shall have the option to allow extensions, or to convert the bridge loan to permanent development financing if permanent financing is awarded through a NOFA. Any extensions may be conditioned on the borrower submitting an updated proposal for approval by OH. Borrowers must agree to terminate a use other than low-income housing, upon OH request.

OH will require a covenant or other acceptable legal restriction to be recorded against the property which will require use of the property wholly or in part for Resale Restricted Homes. The restriction shall continue in effect when the loan is repaid or discharged. The Director may release the restriction, wholly or in part, if as a substitute there is recorded a covenant or other legal restriction such as a ground lease at the time of closing of development financing or at the time homes are sold to eligible homebuyers, so that the homes supported by OH funding will be Resale Restricted Homes. The Director also may release the restriction, wholly or in part, in connection with a sale of the property approved by the Director, if the property is not in housing use and the Director determines that development of low-income housing is infeasible and that the loan must be repaid.

H. Good Standing

An applicant or borrower must meet the following conditions to be in Good Standing:

- The applicant or borrower is not in default of the terms of any outstanding loan, contract or program agreement with the Office of Housing, or if in default has reached resolution with OH on remedy.
- Any project for which the applicant or borrower, or its Affiliated Entity, has received OH development, acquisition, or bridge financing is proceeding without substantial concerns (such as construction delays, budget overruns or inability to sell units); or, if substantial concerns exist, an appropriate mitigation plan has been proposed by the applicant or borrower and accepted by OH.

II. Foreclosure Prevention Program

The Foreclosure Prevention Program provides loans to eligible low-income homeowners who are at risk of foreclosure. Funds can be used to pay for housing-related costs, such as mortgage payments and property tax arrears, necessary to prevent foreclosure. The program will operate as a pilot program to provide the City an opportunity to judge its viability on an ongoing basis. The program is funded solely with 2016 Housing Levy funds.

PILOT PROGRAM OBJECTIVES

- Decrease the number of foreclosures in Seattle and the subsequent displacement of low-income homeowners from Seattle, which disproportionately impact homeowners of color and senior.
- Assist low-income homeowners to remain successfully in their homes and communities.
- Explore and create effective partnerships with housing counselors, other City departments, and King County to determine how and when to appropriately intervene with financial or other assistance to assist low-income homeowners to successfully remain in their homes.

PILOT PROGRAM FUNDING POLICIES

A. Homeowner eligibility

Homeowners with household incomes at or below 80% of Median Income who own and occupy their homes may be eligible for assistance. Homeowners must have experienced an identifiable hardship, such as job loss or medical crisis, that resulted in delinquent housing payments and must demonstrate the ability to afford the housing payments after receiving assistance. Homeowners must be working with and referred by an OH-approved homeownership counseling agency, and must fully explore alternatives, including workout options, prior to or in conjunction with applying for the Foreclosure Prevention Loan. OH will allow the homeowner to retain financial reserves up to a maximum amount.

B. Eligible uses

Funds can be used for housing-related costs that are necessary to avert foreclosure. Such costs may include costs required to obtain a mortgage modification, delinquent mortgage payments, overdue property taxes, delinquent homeowner association dues, and interest and fees associated with late payments on the above.

C. Loan terms

Loan amounts will not exceed an amount that OH determines the borrower needs to avoid foreclosure. Additional underwriting criteria such as loan to value ratio established by OH will apply. The maximum loan amount will be \$30,000. The minimum loan amount will be \$2,000.

Interest rates may range between 0% and 3%. Loans may be amortized or deferred. Deferred loans will be due in 30 years or upon sale or transfer, and deferred loans may require monthly payments after the senior mortgage loan has been paid off. For amortizing loans, the amortization period can extend up to 20 years, but the payment must be at least \$50 per month and must cover interest.

A lien will be recorded against the home. The Director may forgive all or part of the loan if the home sells for less than existing liens against the home and repayment of the loan would cause significant hardship to the Low-Income homeowner.

D. Program Administration

OH will issue a competitive Request for Proposals (RFP) to select a program administrator with the necessary experience in underwriting, originating and/or servicing loans. The RFP will require a strong track record of lending services, working successfully with the network of Seattle area housing counseling agencies, and service to the community. The RFP will also require demonstrated experience and capacity for affirmative marketing, record keeping and reporting, customer service, fair lending and portfolio management. The selected administrator will be responsible for compliance with all applicable laws, regulations, codes, contracts, and funding requirements.

The RFP will include an administration fee structure for the program administrator to underwrite and provide origination services for loans to be made by the City after review and approval by OH. This fee may include a counseling fee that may be paid to a third-party counseling agency, subject to approval by OH.

5. ACQUISITION AND PRESERVATION PROGRAM

The Acquisition and Preservation (A&P) Program provides short-term funding for strategic property acquisition for low-income housing development and preservation. A&P Program loans can be made for acquisition of land or buildings, with a priority for acquisition of occupied buildings, and can support development of rental or ownership housing. This program provides resources that could be used to purchase buildings identified through Seattle's Notice of Intent to Sell ordinance. Loans are intended to be repaid with permanent project financing, which may or may not include City fund sources. Bridge loans of up to two years are authorized under separate policies in the Rental Housing and Homeownership programs. The A&P Program may also provide funding for strategic Site Acquisition by OH to secure long-term opportunities for implementation of program objectives. Unless otherwise approved by the City Council, the policies for Housing Development on Publicly Owned Sites apply to City property acquired or funded through the A&P Program. The OH Director may propose use of funds directly for Site Acquisition when in the OH Director's judgment the property involved is suitable for long term low-income housing use and, if it is not already in use as housing, development for that use will be feasible within a reasonable time. The OH Director may use A&P funds to acquire an option to purchase or lease property that the Director considers likely satisfy those standards, and if the OH Director finds that there is a need to obtain site control without delay. The total outlays under the A&P Program, assuming the City exercises the option and any others then in effect, may not exceed the dollar limit on the A&P Program over the term of the 2016 Housing Levy. Exceptions to this cap may be made at the discretion of the OH Director when new resources have become available, balancing OH's available cash balance/needs, and considering factors such as long-term financing options, project size, urgency, and overall impact of the project.

PROGRAM OBJECTIVES

- Acquire and preserve existing affordable housing, including occupied buildings that are subsidized rental housing or affordable private market housing, particularly such occupied buildings where low-income residents may be at risk of displacement.
- Provide affordable housing opportunity in communities where low income residents and communities of color may be at risk of displacement.
- Produce or preserve low-income housing in high-capacity transit station areas and locations with high-frequency transit service, to provide access to employment and services.
- Support cost-effective housing investment, particularly where short-term acquisition financing is critical to achieve cost savings.
- Leverage significant funding for housing development, operations, and/or services, or project-related infrastructure investments, which may be lost without the availability of short-term acquisition financing.

PROGRAM POLICIES

The following program policies apply to A&P loans. A loan must be used for Site Acquisition, including acquisition of improved or unimproved property, or both, to assist in the development or preservation of low-income rental or homeownership housing.

A. Notice of Funds Available

OH will issue a Notice of Funds Available (NOFA) and may accept applications on a rolling basis. The NOFA will specify application requirements similar to the Rental Housing and Homebuyer Assistance program applications. Pre-application meetings with OH staff will be mandatory. A&P loans may be made only when, in the judgment of the OH Director, there is a high likelihood that permanent financing for low-income housing will be available on acceptable terms before the loan maturity date.

B. Eligible borrowers

To be eligible for an A&P loan, the applicant must: have successfully developed and operated at least three affordable housing projects and demonstrate capacity to secure permanent financing within 5 years for the proposed project; or be working in partnership with one or more community-based organizations that can demonstrate capacity to secure permanent financing within 5 years for the proposed project, and one of these community-based organizations must have successfully developed and operated at least three affordable housing projects. The applicant and its Affiliated Entities must be in good standing on any OH loans. Applicants who have, or whose Affiliated Entities have, an outstanding A&P loan will generally not be eligible unless permanent financing for the outstanding loan has been secured.

C. Loan rate and terms

- For vacant land, the loan to value shall generally be up to 95% and may be up to 100% subject to criteria identified in the NOFA. Loan to value shall be up to 80% on improved income producing property but may be up to 100% for properties that are not producing income sufficient to cover debt. OH will generally expect City funds to be leveraged with other acquisition sources.
- The interest rate shall be 1% to 3% simple interest. Accrued interest shall be paid in full when the loan is repaid.
- Loans generally will be made on a non-recourse basis. OH may require recourse to the borrower or a guarantor, or both, if for any reason the Director deems it necessary or prudent in order to minimize risk.
- Borrowers must agree to terminate a use other than low-income housing, upon OH request.
- The loan term shall be up to 5 years. The Director shall have the option to allow extensions, or to convert the loan to permanent financing if permanent financing is awarded through a NOFA.

Any extensions may be conditioned on the borrower submitting an updated proposal for approval by OH.

- A 20-year covenant will be recorded against the property that will require use of the property wholly or in part for low income housing. Low income rental housing shall provide an Affordable Rent for households with incomes up to 60% of Median Income. When a loan is used to acquire an occupied building, low-income rental housing may provide an Affordable Rent to existing tenant households up to 80% of Median Income and will be required to provide an Affordable Rent to households with incomes at 60% of Median Income upon unit turnover. Low-income for-sale housing shall be sold to eligible First-Time Homebuyers up to 80% of Median Income for Resale Restricted Homes.

The covenant shall continue and shall remain in first position when the loan is repaid or discharged. If OH provides permanent financing for the project, the covenant will be amended and restated to comply with Rental Housing or Homeownership program policies as then in effect. However, the Director may release the covenant, wholly or in part, in connection with a sale of the property approved by the Director, if the property is not in housing use and the Director determines that development of low income housing is infeasible and that the loan must be repaid.

6. HOME REPAIR, RENTAL REHABILITATION, AND WEATHERIZATION

I. Home Repair Program

The Home Repair Program provides low-interest loans and grants to address immediate health and safety issues and structural deficiencies of homes occupied by low-income homeowners. Weatherization grants also may be provided to improve energy efficiency, reduce utility costs, convert homes from oil to electric heating and address indoor air quality issues for low-income owners. Except as otherwise required for particular fund sources, the following program policies apply to all funds administered by OH for home repair purposes, including funds from prior levies, federal CDBG funds, other local sources, and Program Income from loan repayments to be used for home repair loans and grants; and 2016 Housing Levy Homeownership Program funds to be used for home repair grants.

PROGRAM OBJECTIVES AND PRIORITIES

- Assist low-income homeowners to remain in their homes and communities, especially low-income seniors on fixed incomes and other homeowners at risk of displacement.
- Assist low-income homeowners make health and safety repairs, including repairs that will enable the homeowner to access free weatherization upgrades that reduce the owner's housing costs through utility cost savings.
- Prioritize repairs that are most urgent, including those that address immediate health and safety issues, and other urgent repair needs that will result in increased repair costs and unhealthy living conditions if left unaddressed.

HOME REPAIR LOAN POLICIES

A. Loan amounts

The maximum home repair loan is \$24,000. A homeowner may apply for additional loans provided that total outstanding loans for repair of any home generally may not exceed \$45,000. If a home has additional health and safety needs that cannot be addressed within this amount, the Director may allow up to \$55,000 in total outstanding loans for repair of any home.

B. Homeowner eligibility

Homeowners with incomes up to 80% of Median Income may be eligible for assistance.

The home must be owner-occupied and must be the owner's principal residence. The home may be a single-family home, duplex, triplex or fourplex, or an individual condominium unit, townhome or cooperative unit. Manufactured homes affixed permanently to a foundation may be eligible, as long as the homeowner owns the land as well as the home. Depending on structure type, some home repairs may not be eligible. If the home has a rental unit(s), funding may be used solely to pay for exterior measures and any work needed in the unit occupied by the homeowner.

C. Loan terms

Interest rates generally are set at 0%. Loans may be amortized or deferred depending on borrower income, debt, and ability to pay debt service to the City in addition to other obligations. If a loan will be used to create a City-approved accessory dwelling unit, loan terms will include income and rent restrictions for the rental unit.

D. Priority uses of funds

Program funds may be provided for the following activities:

- Measures that address health, life and safety concerns and/or address the structural integrity of the home. OH staff will conduct a visual inspection of the home to identify needed repairs that are eligible for assistance under the Program. OH will prioritize urgent repairs that address immediate health and safety issues or prevent increased repair costs and unhealthy living conditions. Other health and safety repairs, including repairs that will enable the homeowner to access free weatherization upgrades that reduce the owner's housing costs through utility cost savings, may also be included in the scope of work.
- Measures that improve or increase the habitable space in the home or in an accessory structure. OH may approve repairs and improvements for purposes of providing suitable living space for current or additional household members, or for generating rental income to support household stability. OH will set priorities for the scope of work, including features such as basement egress, on a case-by-case basis.

E. Funding process

OH will accept homeowners' applications for home repair loans on a rolling basis. Applications must meet underwriting criteria established by OH including loan to value ratio, ability to make housing-related payments, and financial condition of the borrower. OH will also assess the immediate health and safety impact of the needed repair and/or impact of improvements to the habitable space in the home or in an accessory structure.

HOME REPAIR GRANT POLICIES

A. Grant amounts

OH may provide grants of up to \$10,000. A home may receive multiple home repair grants over time, but total lifetime grant amounts for repairs to any home cannot exceed \$10,000. The total amount of outstanding loans and grants to repair any home cannot exceed \$55,000. There will be no minimum grant amount, but if the repair need is small, the homeowner will be encouraged to use other existing programs if available.

B. Homeowner eligibility

Homeowners at or below 50% of Median Income may be eligible for assistance. In addition to income limits, OH will generally limit liquid assets to no greater than \$25,000.

The home must be owner-occupied and must be the owner's principal residence. The home may be a single-family home, duplex, triplex or fourplex, or an individual condominium unit, townhome or cooperative unit. Manufactured homes may be eligible, as long as the homeowner owns the home itself. Depending on structure type, some home repairs may not be eligible. If the home has a rental unit(s), grant funding may be used solely to pay for exterior repairs such as roof or siding, and repairs needed in the unit occupied by the homeowner.

C. Recoverable grants terms

Grant terms may require the homeowner to repay a portion or the entire grant at time of sale if the property is sold within three years of the date of the award and there are positive net proceeds from the sale.

D. Eligible uses of grant funding

The program can be used to fund interior or exterior repairs to a home necessary to maintain or improve homeowner health and safety. The priority uses for the program will be:

- Emergency repairs that address an immediate threat to health and safety
- Repairs that cannot be funded by other available home repair programs, including repairs that enable the homeowner to access free weatherization grants

OH staff will conduct an inspection of the home and must approve the scope of work.

E. Application process

OH will accept applications for home repair grants on a rolling basis. OH will assess a homeowner's eligibility for a home repair loan prior to considering a grant award. A grant may be approved if the homeowner is ineligible for a home repair loan from OH or if the cost of essential repairs exceeds the

amount OH determines that the homeowner is qualified to borrow. Homeowners will immediately be considered for a grant if (1) the cost of repairs is less than \$3,000 or (2) the repair need must be addressed immediately due to health or safety concerns.

II. Rental Rehabilitation Loans

Rental rehabilitation loans are intended to improve the condition of low cost rental housing by providing owners with capital to make needed improvements without raising rents. Owners, who may include new owners acquiring housing, will agree to provide units at Affordable Rents for Low-Income tenants for a term determined by the amount of OH funding. The loans may be made with 2016 Housing Levy Rental Production & Preservation Program funds, to the extent authorized in the Levy A & F Plan currently in effect, and with federal CDBG funds.

A. Eligible properties and priorities

- Properties must have existing multifamily rental housing. A minimum of three units, or half of all units, whichever is more, must be designated as affordable units (see Income and Rent Restrictions).
- Properties must not be subject to existing income or rent restrictions, except through a tax exemption program.
- Properties may be located throughout the city, although OH may prioritize locations identified as high risk for displacement of low-income residents in its Notice of Fund Availability.
- Priority will be given to properties with units that have rents at or below Affordable Rents for households with incomes at or below 60% of Median Income, and to properties with such households in occupancy.

B. Income and rent restrictions

- In general, all units assisted with City funds shall be designated as affordable units, subject to both income and rent restrictions described below for the term of the loan. (CDBG funds may be used for work that includes units that may not serve Low-Income tenants, and those units may be subject to different affordability limits consistent with Chapter 2 and federal regulations.) OH may permit or require substitution of comparable units as affordable units. Owners must designate at least half the units in their property as affordable units.
- Affordable units must be rented to tenants with incomes at or below 60% of Median Income, at Affordable Rents, for the term of the loan. For affordable units that have rents at the time of application lower than Affordable Rents, rents may not be increased except as provided below.
- Units not designated as affordable shall not be subject to income restrictions. However, to prevent displacement of current Low-Income tenants, owners must agree to hold rents in all units occupied by Low-Income tenants at no more than their current rates (as of the time of loan application), with reasonable periodic increases limited by an index or a fixed percentage

for so long as those tenants, or successor Low-Income tenants, occupy those units during the term of the loan. When Low-income tenants who are not in affordable units move out, the owner’s criteria for new tenants may not exclude Low-Income tenants based on income if they can afford the prior Rent. To ensure that tenants are not intentionally displaced prior to application, owners must certify that rents have not been raised within the 6 months immediately prior to application, with reasonable exceptions granted at the discretion of OH, for instance for a rent increase on unit turnover. If tenancies of Low-Income tenants were terminated, or not renewed, within the prior 6 months that may result in denial of an application. OH may request copies of leases or other documentation of past rents and changes in occupancy to verify this information.

- As affordable units turn over, owners must advertise broadly to provide access to a wide range of applicants, including underserved groups.
- If a property does not initially have all of its affordable units occupied by income-qualified tenants, OH may approve a loan on the condition that rent and income restrictions are extended by the amount of time it takes for all affordable units to be occupied by such tenants, provided there is a commitment from the owner that the required number of affordable units will be occupied by such tenants within a reasonable time period. Pending occupancy by an income-qualified tenant, covenant terms may exempt a unit from Affordable Rent limits, but limits based on rents at the time of application will apply if the Unit is occupied by a Low-Income household.

C. Loan and regulatory terms

- The maximum loan amount shall be \$20,000 or \$30,000 per affordable unit depending on the term of affordability agreed to by the Owner. The maximum total loan amount shall be \$1 million unless the Director determines that program resources are sufficient to justify a higher amount.
- OH may require owner financial participation for projects that require more work than can be covered by the City loan amount or work not fairly allocable to affordable units, for properties with outstanding code violations, and in other circumstances where City funding of all costs is not approved.
- The term of affordability shall be determined by the actual loan amount per affordable unit in the project, as follows:

Loan Amount per Affordable Unit	Affordability Term / Maturity
Up to \$20,000	10 years
\$20,001 to \$30,000	15 years

For example, an owner with a 7-unit building providing the minimum of 4 affordable units for 10 years could borrow a maximum of \$80,000. If an owner wished to borrow more, he/she could either provide more than 4 units as affordable, or agree to a

longer term of affordability (e.g., 5 units for 10 years yields up to \$100,000, or 4 units for 15 years yields up to \$120,000).

- Loan disbursements shall be made for eligible uses of funds only.
- Interest shall generally be 3% simple interest. For non-amortizing loans, as an incentive to participation and affordability, the loan terms may reduce or eliminate the interest payable over a specified period or at the end of the loan term if the property remains in compliance with all loan and regulatory terms.
- Payments shall generally be based on amortization over 30 years, and the loan will require a balloon payment at maturity. As an incentive to participation and affordability, and based on analysis of projected property cash flow, OH may also provide borrowers with the option to defer payments until the maturity date, provided OH is satisfied that the property will have sufficient value in excess of senior liens to protect the City and/or owner has the financial capacity to make the balloon payment at maturity.
- Loans may be made on a non-recourse basis if there is sufficient owner equity, but the Director may require the owner and/or a guarantor to assume liability. The owner shall grant a deed of trust and covenant that runs with the land. The City may subordinate its interests to another loan or loans, subject to OH review and approval of senior loan documents.
- OH may approve an extension of the loan and affordability term if the project remains in compliance, if requested by the owner.
- Loan terms may provide the owners with the option to prepay the loan and obtain a release of the covenant, subject to terms established by the Director, which may include a prepayment premium and provisions for protection of then existing Low-Income tenants.
- Projects that would permanently displace tenants generally will not be funded. Provisions for the relocation of tenants must accompany any scope of work that will temporarily displace tenants; such assistance is not eligible for Program funding. Work that would cause Very Low-Income tenants to be displaced within the meaning of SMC Ch. 21.210 generally will not be funded unless the owner contributes funding to the project that at least offsets any relocation assistance payments owed by the City.
- To the maximum extent feasible, affordable units should be distributed throughout the property and include a mix of unit sizes (such as number of bedrooms) comparable to the overall property.
- Additional loan terms may be established in the NOFA.

D. Eligible uses

The scope of rehabilitation must, at a minimum, address any health and safety issues and any code violations. OH may augment the rehabilitation loan with a HomeWise weatherization grant to pay for eligible energy efficiency improvements. Eligible uses of loan funds include, but are not limited to, the following:

- Rehabilitation work, including energy efficiency improvements, accessibility improvements, and abatement of hazardous materials

- Architectural/engineering fees
- Environmental/hazardous materials assessment
- Permit fees
- Lender required builders risk insurance
- Refinancing existing debt, provided that such activity is in concert with actual rehabilitation work
- Financing costs, including title insurance, escrow fees, recording fees and loan fees

E. Project selection

Funding under the Program shall be advertised through a periodic Notice of Fund Availability (NOFA). Application requirements and selection criteria will be specified in the NOFA and generally will include the necessity of the proposed rehabilitation, the extent of benefits to the building tenants, and the credit-worthiness of the applicant.

III. HomeWise Weatherization Services

The HomeWise program provides funding and project management services in support of residential energy efficiency upgrades, including converting homes from oil to electric heat. The program actively supports preservation of existing affordable housing and reduces costs for both income-qualified homeowners and affordable rental housing residents and owners.

Single-family homes and multi-family apartment buildings with income-qualified residents may receive weatherization services. Income limits vary by fund source, with most funds available for residences occupied by households with incomes at or below 60% of the state median income as published by the State of Washington based on data from the U.S. Department of Health and Human Services, or at or below 80% of Median Income as defined in Chapter 10, adjusted for household size. OH shall publish income limits in HomeWise application materials and on OH's website. HomeWise serves eligible oil and gas heated homes located in Seattle, and eligible electrically heated homes in Seattle and elsewhere in the Seattle City Light service territory.

Policies governing HomeWise weatherization services are specified in individual grant agreements between the City and the entity providing funds, including Seattle City Light and Washington State. OH receives multiple grants from the State Department of Commerce, which are subject to rules and regulations contained in the State's Weatherization Manual, including but not limited to income eligibility restrictions, project prioritization criteria, technical certifications, and restrictions on permissible weatherization, health and safety, and repair measures. OH will also receive funds to convert homes from oil to electric heat beginning in September 1, 2021 under Ordinance 125934.

7. HOUSING DEVELOPMENT ON PUBLICLY OWNED SITES

Publicly owned sites provide an opportunity for affordable rental and ownership housing development, including affordable housing combined with other public facilities and amenities. When a suitable site that is owned by the City or another public agency has been designated for affordable housing development, OH may follow the policies in this chapter to competitively select an affordable housing developer and award OH funding, in lieu of awarding funding from the Rental Housing or Homeownership program through an annual NOFA process.

The objectives for these developments include:

- Utilize well-located publicly owned properties for affordable rental or ownership housing, particularly properties located near transit station areas and high capacity transit service.
- Co-locate affordable housing, when feasible, with facilities providing community and public services, such as community centers, childcare centers, and health and human services, providing convenient access for low-income families, seniors, and people with disabilities.
- Achieve cost-savings for affordable housing development through favorable purchase terms, and efficient funding and disposition processes.
- Align housing funding processes with other broad City priorities and local community needs.
- Serve the priority populations described in Chapter 2, section I of these policies.
- Encourage partnerships and prioritize development proposals submitted by organizations led by and accountable to communities most impacted by displacement when available sites are located in neighborhoods with high displacement risk.

FUNDING POLICIES

OH may award funding from the Rental Housing Program for a rental housing development, or the Homeownership Program for homeownership development, for a site specific development opportunity that utilizes publicly owned property. The following policies shall apply:

A. Competitive process

Funds shall be awarded through an open, competitive process such as a Request for Proposals (RFP). In addition, OH may utilize a Request for Interest (RFI) or Request for Qualifications (RFQ) process prior to an RFP to help generate interest in a property and/or define the field of interested or qualified applicants.

B. Funding amounts

OH may publish an “up to” funding amount that provides sufficient resources to achieve program goals for affordability and overall production, while encouraging competition based on cost effectiveness. For homeownership development, OH may approve funding of up to \$120,000 per unit, to achieve a benefit such as providing additional affordable homes by reducing the number of market rate units needed to subsidize the project or completing development and making homes available more quickly.

C. Coordination with other public agencies

When allocating City funds for development on a site owned by another public agency, OH will coordinate with partner agencies to release a joint RFP or coordinated RFPs that award site control and funding, incorporating City housing goals, policies and priorities into the selection process.

D. Evaluation criteria

Evaluation criteria shall be published in offering documents, and shall include factors such as conceptual soundness, financial feasibility, organizational capacity, and ability to advance affordability goals and meet program objectives. OH will prioritize projects proposed by local community-based, non-profit organizations that are culturally relevant and historically rooted, particularly when the project site is in an area that is at high risk of displacement. Additional consideration will be given to projects already receiving funding through the Equitable Development Initiative. OH may allow for consideration of other public benefits in addition to affordability as part of the evaluation process provided that OH funds are limited to eligible housing uses, and promotion of such non-housing goals is not at the expense of achieving affordable housing goals for the project.

E. Review panel

Proposals shall be evaluated by a review panel that includes OH staff, and may also include other City staff, partner agency staff, and other technical advisors as deemed appropriate by the Director for the development site.

F. Decision-making

Funding decisions shall be made by the Director based on his or her judgment of the strengths of each proposal in meeting the published goals, priorities and evaluation criteria specified in offering documents.

G. Applicable funding policies

Rental Housing Program and Homeownership Program policies shall apply to funds awarded through a site-specific RFP process, except where those policies conflict with policies stated in this section. General policies for capital funding in Chapter 9 apply under this Chapter.

H. Community relations

Winning applicants shall comply with the Community Relations Policy in Chapter 9 below, except that neighborhood notification shall begin upon award of OH funding, rather than prior to application for funding.

I. Pre-development funding

OH may pay for pre-development expenses such as surveys, environmental reports, appraisals, and other costs. Such funding may be expended directly by OH, either prior to or following selection of the

project developer, or may be provided to the project developer through a loan, once a developer has been selected.

8. INVESTMENT LOCATIONS AND OTHER REPORTING

On an annual basis, OH shall provide a report to City Council on affordable housing produced under the City's land use code programs: Seattle's Incentive Zoning Program and Mandatory Housing Affordability Program (MHA) Program. The report is due on March 31. The report shall include, by program:

- The share of projects that selected performance, off-site development, or payment options
- Total dollar amount of contributions pledged, collected, committed to affordable housing projects in last year
- The total number of units at each relevant affordability level in projects receiving commitments of payment funds
- The average number of years that each payment contribution dollar was held by the City before committing those dollars to a project.

Under MHA, the Office of Housing may receive cash contributions when an applicant elects the payment option to comply with SMC 23.58B and 23.58C. OH awards the cash contributions derived from MHA to housing development projects consistent with MHA requirements and Rental Housing and Homeownership program policies to the extent not inconsistent with legal requirements applicable to MHA.

Per SMC 23.58C.040.B3, for purposes of determining the location for use of MHA payments, the City shall consider the extent to which the housing supported by MHA payments advances the following factors:

- a. Affirmatively furthering fair housing choice
- b. Locating within an urban center or urban village;
- c. Locating in proximity to frequent bus service or current or planned light rail or streetcar stops;
- d. Furthering City policies to promote economic opportunity and community development and addressing the needs of communities vulnerable to displacement and;
- e. locating near developments that generate cash contributions.

In addition, the OH report to City Council shall show how the location of affordable housing funded by OH advances the factors set forth in SMC 23.58C.040.B3. This shall include:

- A list of OH funded affordable rental and ownership projects;
- A map or maps of such projects relative to:
 - Access to opportunity
 - Displacement risk;
 - Transit access; and
 - Urban village and urban center boundaries.

In addition, the report shall tally OH investments into the following urban centers and groupings of urban villages (investments outside urban center and urban village boundaries shall be grouped with the nearest urban center or village):

- Downtown
- South Lake Union
- First Hill/Capitol Hill
- Northgate
- University District
- Uptown & Upper Queen Anne
- West Seattle Junction; Admiral; Morgan Junction; Westwood-Highland Park; South Park
- Mt. Baker; North Beacon Hill; Columbia City; Othello; Rainier Beach
- 23rd & Union-Jackson; Madison-Miller; Eastlake;
- Wallingford; Fremont; Roosevelt; Green Lake;
- Crown Hill; Ballard; Greenwood-Phinney Ridge;
- Lake City; Bitter Lake Village; Aurora-Licton Springs

The Report shall indicate the total amount of MHA payments generated from multifamily and/or commercial development in each geographic area listed above.

A geographic area listed above shall be identified as a priority area in OH's Notice of Funds Availability (NOFA) if either: (1) At least \$4 million in MHA payments is generated from multifamily and/or commercial development in the geographic area and OH has made no investment in affordable housing projects in that geographic area, or (2) OH has made an investment in the area, but there remains a significant imbalance between the amount of MHA payments generated from multifamily and/or commercial development in the geographic area and the amount OH has invested in affordable housing projects in that geographic area.

9. GENERAL POLICIES FOR CAPITAL FUNDING

The following policies apply to all OH-funded affordable rental and homeownership projects except to the extent otherwise provided in these Policies, where otherwise required for use of a fund source, or where a more limited class of projects is identified below, but do not apply to projects involving only weatherization and home repair.

I. Development Siting Policy

The Development Siting Policy is intended to promote development and preservation of housing for Seattle's lowest-income and most vulnerable populations throughout the city, including in our most amenity-rich neighborhoods in terms of transit, schools, parks, retail and other services. The policy supports City efforts to affirmatively further fair housing for Extremely Low Income people who have disabilities and other significant barriers to housing.

A. General policy

OH generally will not provide funding for additional units of housing for Extremely Low-Income residents if a significant amount of such housing is located in the immediate area. OH will make an initial assessment to determine if, upon completion of the proposed development, housing units for Extremely Low-Income households would exceed 20 percent of total number of housing units in the Census block group, using the following data:

- The total number of housing units includes existing housing units and housing units for which permits have been issued (according to the latest data available from the Department of Construction and Inspections, ("SDCI"), housing units in the proposed project, any proposed new rental housing units funded by or otherwise known to OH but not yet captured in SDCI's data;
- Housing units for Extremely Low-Income households are units in projects with capital subsidies from public agencies that are restricted to residents with incomes at or below 30% AMI, according to the latest data available from OH, which includes existing City-funded projects, any proposed new units funded by or otherwise known to OH but not yet constructed or occupied, and non-City funded projects as reported periodically by county, state and federal agencies.

B. Alternative conditions

OH may consider additional factors when determining consistency with this policy to ensure that funding programs affirmatively further fair housing, including but not limited to:

- The housing will be located close to significant existing or planned services needed by residents, such as health care or other supports for people with disabilities.

- Housing units for Extremely Low-Income households located in the area are restricted, such as senior-only buildings, and are therefore not available to residents of the proposed development.
- Natural or manmade barriers (e.g. a bluff, waterway, or freeway) physically separate the proposed project from existing housing for Extremely Low-Income households.
- Significant market rate housing development is expected to occur soon, for example, due to nearby transit investment.
- A different geographic area, such as an area defined by distance from the proposed development, should be considered rather than the Census block group, given the physical characteristics of the area, land use and development patterns.

C. Siting Determination

A project sponsor may request a determination under this policy (“Siting Determination”), which OH will provide in the order requested if more than one sponsor is seeking a siting determination in the same area. The sponsor must not have a current Siting Determination for a project at a different location for which the sponsor has not submitted an application for funding. The request must specify a project location, a maximum number of rental housing units for Extremely Low-Income households and, if applicable, a minimum number of other proposed housing units. The Siting Determination shall be in effect for up to one year, during which time any request for a certification of the project’s consistency with these Policies and any application to OH for funding may rely on the determination, provided that the parameters of the proposed project remain consistent with the project description at the time of the determination, even if the number of housing units or other Extremely Low-Income units in the Census Block Group has changed. A sponsor may withdraw a Siting Determination prior to its expiration and request a determination for a new or revised project proposal.

This policy does not apply to proposed housing developments in the Yesler Terrace Redevelopment Area, or located within the Downtown, Uptown and South Lake Union Urban Centers. In addition, the policy does not apply to housing developments previously funded by the City or to proposed replacement housing developments or other housing that must be developed in a designated geographic area to meet community benefit requirements of a Major Institutions Master Plan.

II. Community Relations

The City of Seattle supports affordable housing production and preservation in neighborhoods throughout the city. Organizations seeking OH funding for a housing development must give neighbors and local community members opportunities to learn about the project and to provide input, and maintain communication during construction and operations. The policy applies to all rental housing projects and to homeownership developments with four or more for-sale homes. It applies to applications for permanent and bridge financing for new construction and acquisition/rehabilitation projects. Applications for projects

that will renovate an existing building without a change in ownership must conduct only Neighborhood Notification and any community engagement required for Design Review.

A. Objectives

- Promote open, ongoing communication between developers and neighbors. This requires cooperation by developers, the City, and neighborhood residents. A positive, open relationship between housing developers and neighbors can prevent misunderstandings, facilitate prompt resolution of any inadvertent misunderstandings, and provide a fair, thoughtful, dependable means of ironing out differences.
- Provide information about the proposed project including the design, permitting and construction schedule, opportunities to provide input and submit comments, and eligibility requirements and application process for those interested in renting or purchasing the affordable housing.
- Give neighbors and community members an opportunity to communicate any concerns about design, construction, operation and management of a project and to work collaboratively with housing developers and/or residents to identify ways to address those concerns.

The City supports affordable housing projects that will preserve and enhance the strengths of Seattle's neighborhoods. Housing developers and neighbors should keep OH informed of any issues or concerns throughout the development and operation of the project. It is the policy of The City of Seattle that OH funding of affordable housing not be refused solely on the basis of concerns expressed by neighbors and other community members. The City supports and is committed to promoting diversity in Seattle neighborhoods. Consistent with local, state and federal fair housing law, housing may not be excluded from a neighborhood based on characteristics of the persons who will live there.

B. Notification and community relations requirements

The steps outlined below describe minimum notification and community relations requirements. Project sponsors should tailor community relations efforts to best serve each individual project and neighborhood. OH may make exceptions to these requirements due to the unique circumstances of a proposed project (e.g., housing for victims of domestic violence with confidential location).

1. **Consultation.** Prior to releasing purchase and sale agreement contingencies for site acquisition:
 - Consultation with OH: OH will help identify developers of other affordable housing in the neighborhood(s) being considered and suggest organizations to contact, which will include both neighborhood-based organizations and other community groups who may be interested in the project.
 - Contacts with other affordable housing owners. Housing owners in or near the neighborhood can provide information about a neighborhood's historical and current housing- and development-related concerns.

2. **Neighborhood notification.** Prior to submitting a funding application:
 - Neighborhood notification: Notify neighbors (including all residential and commercial property owners, and tenants as feasible) within at least 500 feet of the site using a written notice, letter or flyer (“notification letter”). Include basic information about the sponsor organization and proposed project (e.g., estimated schedule, contact person, and neighborhood organizations that have also been notified about the project). The neighborhood notification letter must be sent within one year before the application is submitted.

3. **Draft Community Relations Plan.** Included in the application for funding, a summary of completed activities and a plan for actions to be undertaken following a funding award:
 - Documentation of completed notification: include a copy of the neighborhood notification letter and a list of recipients.
 - Community outreach: Completed outreach and planned future activities for maintaining ongoing communication with immediate neighbors and community organizations throughout the project’s pre-development, design, construction, and operation phases.
 - Inclusive community engagement: strategies for engaging historically underrepresented communities, including communities of color and communities for which English is a second language. This community engagement can be designed to meet affirmative marketing requirements in Section IV below, particularly when a project is in an area at high risk of displacement.
 - Outreach for Design Review: community outreach prior to early design guidance, including outreach to historically underrepresented communities for projects located in Equity Areas. Requirements can be found at [SDCI Director’s Rule](#) and [DON website](#).

4. Strategies for communications with neighbors and community organizations.

The community relations plan may include presentations at regularly scheduled neighborhood organization meetings, invitation to a meeting hosted by the housing developer, formation of an advisory committee, and/or regular project updates in neighborhood organization publications or posted at local libraries, community centers, etc.

Information the housing developer should provide at meetings includes the following, to the extent that it does not compromise the safety, confidentiality, or well-being of the residents:

- Project design and intended resident population, and planned supportive services for residents if applicable
- Estimated schedule for construction and completion
- Experience of the project team in developing and operating affordable housing
- Information about eligibility, affirmative marketing and how to apply for housing
- Opportunities to provide input on the project
- Mechanisms for ongoing communication once the housing is operational

5. Communication during construction and after opening.

During development and, for rental housing developments, once the housing is operational, applicants must implement the Community Relations Plan and maintain communication with neighborhood organizations and neighboring residents and businesses. This may include updates on any changes to design or construction timing and invitations to any project open houses or other events. Rental housing owners should also keep OH apprised of any issues related to the building, promptly address emerging issues, and share stories of success during the operation of the building.

III. Relocation, Displacement, and Real Property Acquisition

Development of affordable rental and homeownership housing, and acquisition of property for such development, should minimize displacement of households. Any temporary relocation or permanent displacement of households must comply with all applicable provisions of law and fund source requirements, including without limitation the following, as applicable: (a) Seattle Municipal Code 20.84–Relocation Assistance; (b) the City’s Just Cause Eviction Ordinance; and (c) for projects using federal funds, the federal Uniform Relocation Act (URA), section 104(d) of the Housing and Community Development Act of 1974, the City’s Residential Anti-displacement and Relocation Assistance Plan (RARAP), and any other relocation regulations and handbooks applicable to the particular funding program. This policy does not apply to acquisition of owner-occupied or vacant homes by homebuyers using Homeownership Program assistance, unless required by applicable laws or regulations.

These policies, laws and regulations contain, among other requirements, different timelines under which households must be given various notices and provided financial assistance under certain circumstances. Consultation with OH staff prior to submission of applications for funding is required for any applicant whose project will involve acquisition, demolition, rehabilitation, or temporary or permanent relocation activities. In order to reduce the risk of impairing eligibility for funding, applicants should not take any action regarding these activities prior to consultation with OH staff. Applicants are responsible for assuring and documenting compliance.

IV. Affirmative Marketing and Community Preference

OH is committed to affirmatively furthering fair housing to address past discriminatory policies and practices, including government actions. Affirmatively furthering fair housing includes increasing affordable housing options, ending segregation and discrimination, and addressing displacement. Policies on Affirmative Marketing and Community Preference can advance that commitment.

Owners are required to affirmatively market affordable rental and homeownership housing, taking proactive steps to promote fair access and equal opportunity, so that individuals of similar economic levels in the same housing market area have a range of housing choices regardless of their race, familial status, disability or other protected class status. Project sponsors must submit a draft Affirmative Marketing Plan following a funding award for a rental or homeownership development, and a final Affirmative Marketing Plan prior to leasing or sales. Funded organizations will be required to maintain records of their affirmative marketing efforts. Owners may propose a community preference for a portion of the housing units to address displacement, in some cases, consistent with fair housing law. Housing owners with units with required tenant referral arrangements, including, for example King County's Coordinated Entry for All system, will continue to receive referrals through the system approved by service funders.

The objectives of the affirmative marketing policy are:

- Promote robust, effective affirmative marketing to ensure fair access to affordable housing opportunities for diverse racial and ethnic communities and other protected classes, consistent with local, state and federal fair housing laws.
- Sustain and foster integrated, inclusive communities through effective outreach and advertising of affordable housing opportunities, and through preference policies that prioritize certain housing applicants in high risk of displacement areas when determined to be consistent with fair housing law.
- Encourage early engagement with local organizations in low-income communities of color that are at high risk of displacement to help address historical housing discrimination and prevent displacement of current residents.
- Increase opportunities for people experiencing homelessness -- who are disproportionately people of color, people with disabilities, LGBTQ individuals, and others who face barriers to housing -- through voluntary agreements with service providers for set-aside units and through affirmative marketing of non-set-aside housing units.
- Promote communication and referral relationships so that accessible units are available to people with physical disabilities and units with multiple bedrooms are available to families with children.

The objectives of community preference are:

- Affirmatively further fair housing choice across the city, including by sustaining and/or restoring inclusive communities, through preference policies that prioritize certain housing applicants in high risk of displacement areas when determined to be consistent with fair housing law.
- Help address displacement in high risk of displacement communities.

Applicants are encouraged to consult with OH early in project planning about community-

based organizations and resources that may be part of an affirmative marketing effort. An Affirmative Marketing Plan must include the following:

1. Project location and populations needing targeted outreach. Analysis of the demographic make-up of the local area in comparison to citywide demographics. Determination of whether the proposed project location is in an area designated as high risk of displacement or an Equity Area for the purposes of Design Review. Identification of groups to receive targeted outreach to provide awareness and access to housing.
2. Outreach to community-based organizations. Description of completed and planned outreach to specific organizations. Description of efforts to seek input and, as appropriate, assistance with marketing, from organizations serving populations needing target outreach.
3. Lease up or sales procedures: Description of application process and how procedures provide fair access, including to populations identified for targeted outreach. Description of how demographic and other information will be used to assess the impact of affirmative marketing efforts. Projects located in areas identified as high risk of displacement may propose a community preference for a portion of the housing units, and provide data and analysis as required by OH's published guideline, to be reviewed by OH and the SORC for consistency with fair housing requirements.
4. Advertising and marketing. Description of planned marketing such as working with community-based partner organizations, nearby schools and social services agencies; targeted advertising such as local and culturally specific media; marketing through local employers with low-wage workforce; materials distributed at local and culturally specific events and locations; translated materials.
5. Other strategies to address barriers and support applicants. May include training and other support to community partners assisting with marketing, assistance with completing applications, voluntary referral agreements with organizations serving disadvantaged groups, and flexible screening criteria.

V. Fair Contracting Practices, WMBE Utilization, and Section 3

Sponsors must comply with the City's Fair Contracting Practices Ordinance. Sponsors and their general contractors shall be encouraged to take actions, consistent with that ordinance, which would increase opportunities for women and minority business enterprises (WMBE). A combined WMBE aspirational goal of 14% of the total construction and other contracted services contracts shall apply for all affordable rental housing capital projects funded by OH. OH shall encourage additional efforts to increase WMBE participation including mentoring programs and participation in apprenticeship and other training opportunities.

In addition, projects that are awarded federal funds must comply with applicable regulations under Section 3 of the Housing and Urban Development Act of 1968, as amended, which is intended to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall,

to the greatest extent feasible, and consistent with existing federal, state and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns that provide opportunities to low-income persons. Borrowers and their contractors on projects covered under Section 3 regulations must develop a Section 3 plan stating numerical goals for contracting and hiring that meet federal targets as well as a description of the efforts they will make to achieve these goals. OH will provide connections to agencies serving Section 3 businesses and workers to assist in these efforts.

10. DEFINITIONS

In the Housing Levy Administrative & Financial Plan and Housing Funding Policies, the following terms, when capitalized, shall have the following meanings unless the context otherwise clearly suggests a different meaning:

“Affiliated Entity” of a person means any organization that, directly or indirectly, is controlling, controlled by, or under common control with, that person. In this definition, “organization” includes, without limitation, any type of legal entity and any partnership, joint venture, unincorporated association, or sole proprietorship; “person” includes any natural person or organization.

"Affordable Rent" for Low-Income tenants means annual Rent not exceeding 30% of 80% of Median Income; Affordable Rent for tenants with income not exceeding 60% of Median Income means annual Rent not exceeding 30% of 60% of Median Income; Affordable Rent for Very Low-Income tenants means an annual Rent not exceeding 30% of 50% of Median Income; and Affordable Rent for Extremely Low-Income tenants means annual Rent not exceeding 30% of 30% of Median Income.

“Director” means the Director of the Seattle Office of Housing.

"Extremely Low-Income" means Income not exceeding 30% of Median Income.

“First-Time Homebuyer” is defined in Chapter 4, section 1.B.

“Housing First” means a homeless assistance approach that prioritizes providing access to low or no barrier permanent housing to people experiencing homelessness, thus ending their homelessness and serving as a platform from which they can pursue personal goals and improve their quality of life. This approach is guided by the belief that people need basic necessities like food and a place to live before attending to anything less critical, such as getting a job, budgeting properly, or attending to substance use issues. Additionally, Housing First is based on the theory that client choice is valuable in housing selection and supportive service participation, and that exercising that choice is likely to make a client more successful in remaining housed and improving their life.

“Initial Purchase Price” is defined in Chapter 4, section 1.B

"Low-Income" means Income not exceeding 80% of Median Income.

"Median Income" means annual median family income for the Seattle-Bellevue, WA HUD Metro FMR Area, as published from time to time by the U.S. Department of Housing and Urban Development (HUD) for the Section 8 or successor program, with adjustments according to household size in a manner determined by the Director, which adjustments shall be based upon a method used by HUD, and which adjustments for purposes of determining affordability shall be based on the presumed size of household considered to correspond to the size of the housing unit: for rental housing, one (1) person for studio units and one and a half (1.5) persons per bedroom for other units; for ownership housing, as stated in Chapter 4, Section I.D for Resale Restricted Homes.

“Program Income” means funds received by the City as payments on or with respect to a loan, or recovery from loan collateral, and may include interest and share of appreciation, as required under the terms of the loan.

"Rent" means all amounts charged to tenants for the use or occupancy of the housing unit (whether or not denominated as rent or constituting rent under state law), plus a utility allowance for heat, gas, electricity, water, sewer, and refuse collection to the extent such items are not paid by the owner.

“Resale Restricted Home” is defined in Chapter 4, section 1.D.

“Site Acquisition” includes the acquisition of interests in land or in improvements to land, or both; option and earnest money payments under contracts for such acquisitions; repayment of fund sources initially used for acquisition; or transfer of OH funds to a City department or account in order to repurpose City property for low-income housing.

“Siting Determination” is defined in Chapter 9, section I.C.

"Very Low-Income" means Income not exceeding 50% of Median Income.

“Yesler Terrace Cooperative Agreement” means Exhibit A to C.B. 117536 as approved by the City Council on September 4, 2012, as it may be amended.

“Yesler Terrace Redevelopment Area” is as defined in Exhibit A to C.B. 117536 as approved by the City Council on September 4, 2012.

“Yesler Terrace Relocation Plan” is as defined in Exhibit A to C.B. 117536 as approved by the City Council on September 4, 2012, as it may be amended.

“Yesler Terrace Replacement Housing” means one or more of the first 561 housing units constructed or rehabilitated in the Yesler Terrace Redevelopment Area that are restricted to occupancy solely by residents who must relocate due to demolition and construction or households with incomes no higher than 30 percent of Median Income, and that satisfy the additional requirements of the Yesler Terrace Cooperative Agreement.

The Director may adopt further refinements or interpretations of the above definitions, consistent with the intent of the ordinance adopting these Policies.

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Office of Housing	Kelli Larsen/206-858-1932	Miguel Jimenez/

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to housing for low-income households; adopting the Housing Levy Administrative and Financial Plan for program years 2021-2023; adopting Housing Funding Policies for the 2016 Housing Levy and other fund sources; authorizing actions by the Director of Housing regarding past and future housing loans and contracts; and ratifying and confirming certain prior acts.

Summary and background of the Legislation: The 2016 Housing Levy authorizes property tax levies for seven years, 2017 through 2023. Ordinance 125028, passed by City Council on May 2, 2016, directed OH to prepare an Administrative and Financial Plan (A&F Plan) every two years beginning in 2017. Ordinance 125571, passed by City Council on April 23, 2018, modified the 2016 Housing Levy Acquisition and Preservation Program as described in Ordinance 125028. Ordinance 125852, passed by City Council on June 24, 2019, authorized actions by the Director of Housing regarding past and future housing loans and contracts.

The A&F Plan incorporates Housing Funding Policies, which are appended to the plan. The Housing Funding Policies apply to levy funds and other housing funds administered by OH as specified for each program. Following staff review, community outreach, public comments, and feedback from the Housing Levy Oversight Committee, this legislation proposes amendments to the Housing Funding Policies to improve policy and provide technical fixes to facilitate more effective implementation.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ___ Yes **X** No

Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

The acquisition policy changes enable OH's development partners to be competitive in the market for unique real estate opportunities, and to make the best use of limited funding available for acquisitions of buildings under construction or near completion. The subsidy increase in the homeownership program is needed to support projects that are beginning development at this time of significant cost increases. While these three recommendations enable higher spending, they will be implemented within the existing Levy budget.

Is there financial cost or other impacts of *not* implementing the legislation?

Without this additional investment flexibility described in these revisions, OH and its partners could miss opportunities for acquisition, rehabilitation, and development of new affordable homes.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

No.

b. Is a public hearing required for this legislation?

No.

c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

No.

d. Does this legislation affect a piece of property?

No.

e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?

OH's funding programs address racial disparities in housing cost burden, homeownership rates, and homelessness. Demographic data of residents in OH funded rental and ownership housing continues to demonstrate the value of these investments in providing housing stability and mobility for communities of color who have been most disproportionately impacted by homelessness, poverty, and the COVID-19. This proposal enables the City to strategically utilize limited resources for unique opportunities to develop more housing for vulnerable populations, and support long term stability.

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

No.

2. 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.

No.

- g. 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).**



Legislation Text

File #: CB 120100, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager/CEO of Seattle Public Utilities to enter into a Water Quality Combined Financial Assistance Agreement between the State of Washington Department of Ecology and The City of Seattle, Public Utilities Department, to partially finance costs related to the construction of the Ship Canal Water Quality Project through a Clean Water State Revolving Fund Loan.

WHEREAS, The City of Seattle and King County own and operate their own combined sewer systems, portions of which are interconnected and in some locations are at risk of overflows during heavy rain events; and

WHEREAS, the Combined Sewer Overflows (CSOs) are regulated under the federal Clean Water Act and governed by the State of Washington under the terms of National Pollutant Discharge Elimination System (NPDES) permits separately issued to both The City of Seattle and King County; and

WHEREAS, the terms of the NPDES permits require The City of Seattle and King County to limit untreated overflows at each CSO outfall to an average of no more than one per year; and

WHEREAS, under a Consent Decree with the U.S. Environmental Protection Agency (EPA), the Washington Department of Ecology (“Ecology”), and the U.S. Department of Justice (DOJ), authorized by Ordinance 123908 and amended by Ordinance 124129 (the “City’s Consent Decree”), The City of Seattle must implement control measures to limit untreated CSOs in accordance with State of Washington requirements by December 31, 2025; and

WHEREAS, The City of Seattle is required to construct a Shared West Ship Canal Tunnel (aka Ship Canal Water Quality Project) for outfalls 147, 174, 150, 151, and 152 by its approved Plan to Protect Seattle’s

Waterways (“Plan”), Long-Term Control Plan and Integrated Plan; and

WHEREAS, in 2015 the City Council pursuant to Ordinance 124966 authorized Seattle Public Utilities to enter into a Joint Project Agreement (JPA) with King County to design, construct, operate, and maintain the Ship Canal Water Quality Project; and

WHEREAS, under an agreed Non-Material Consent Decree Modification (Case No. 2:13-cv-00677-JCC) with EPA, Ecology, and DOJ, King County under its own Consent Decree must control its combined sewer overflows at 3rd Ave West and 11th Avenue Northwest in accordance with State of Washington Requirements by December 31, 2025, and will also retain its ability to construct and implement its original individual storage and increased conveyance piping project at 3rd Ave West and 11th Ave Northwest, respective, in case the City and County mutually agree in writing to terminate the joint tunnel project, pursuant to the Joint Project Agreement; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The General Manager/CEO of Seattle Public Utilities is authorized to execute a Water Quality Combined Financial Assistance Agreement (Agreement No. WQC-2021- SeaPUD-00191) between the State of Washington Department of Ecology and Seattle Public Utilities, substantially in the form as attached hereto as Attachment 1; to partially finance costs related to the construction of the Ship Canal Water Quality Project through a Clean Water State Revolving Fund Loan in the amount of \$66,000,000; to fulfill obligations under the City’s Consent Decree and consistent with its approved Plan to Protect Seattle’s Waterways; and to reduce Combined Sewer Overflows (CSOs), as required by law, in furtherance of the objectives of the Clean Water Act, the Environmental Protection Agency’s CSO Control Policy, and the Washington Water Pollution Control Act.

Section 2. 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 _____ day of _____, 2021, and signed by me in open session in authentication of its passage this _____ day of _____, 2021.

President _____ of the City Council

Approved by me this _____ day of _____, 2021.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2021.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Attachment 1 - Water Quality Combined Financial Assistance Agreement No. WQC-2021-SeaPUD-00191



Agreement No. WQC-2021-SeaPUD-00191

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SEATTLE, PUBLIC UTILITIES DEPARTMENT

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Seattle, Public Utilities Department, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Ship Canal Water Quality Project
Total Cost:	\$570,100,000.00
Total Eligible Cost:	\$66,000,000.00
Ecology Share:	\$66,000,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	01/01/2020
The Expiration Date of this Agreement is no later than:	01/01/2025
Project Type:	Wastewater Facility

Project Short Description:

This project protects water quality with the construction of an offline 18-ft 10-inch inside-diameter storage tunnel and pump station; 5 access shafts; and a 649 foot long 94-inch inside diameter tunnel under the ship canal. These improvements will store combined-sewer overflow and significantly reduce combined-sewer overflows (CSO) into the Lake Washington Ship Canal at five Seattle Public Utilities (SPU) outfalls and two King County Department of Natural Resources and Parks (DNRP) outfalls.

Project Long Description:

This project protects water quality with the construction of an offline 18-ft 10-inch inside-diameter storage tunnel and pump station; 5 access shafts; and a 649 foot long 94-inch inside diameter tunnel under the ship canal. These improvements will store combined-sewer overflow and significantly reduce combined-sewer overflows (CSO) into the Ship Canal at five Seattle Public Utilities (SPU) outfalls and two King County Department of Natural Resources and

Agreement No: WQC-2021-SeaPUD-00191
Project Title: Ship Canal Water Quality Project
Recipient Name: City of Seattle, Public Utilities Department

Parks (DNRP) outfalls. This is a joint project between the RECIPIENT and King County DNRP. The project is required by both agencies' consent decrees with the Ecology and the EPA to control CSOs to once per year.

On average from 2010- 2014, there were approximately 165 CSO events from these CSO basins that released approximately 80 million gallons of combined sewage into the Ship Canal each year. The RECIPIENT is the lead agency, owns the completed Ship Canal WQ Project facilities, and is responsible for planning, design, permitting, construction, and maintenance of the project. King County DNRP provides review assistance technical expertise in delivering the project.

Overall Goal:

Construct an offline storage tunnel, access shafts and pipelines, and micro-tunnel pipeline, to reduce the amount of CSO that discharges into the Lake Washington Ship Canal (Ship Canal).

DRAFT

Agreement No: WQC-2021-SeaPUD-00191
 Project Title: Ship Canal Water Quality Project
 Recipient Name: City of Seattle, Public Utilities Department

RECIPIENT INFORMATION

Organization Name: City of Seattle, Public Utilities Department

Federal Tax ID: 91-6001275

DUNS Number: 105962943

Mailing Address: PO Box 34018
 Seattle, WA 98124-4018

Physical Address: 700 Fifth Ave, 49th Floor

Organization Email: daveschuchardt@seattle.gov

Contacts

<p>Project Manager</p>	<p>Alexander Mockos CSO Program Manager</p> <p>700 5th Avenue Suite 2000 Seattle, Washington 98104 Email: alexander.mockos@seattle.gov Phone: (206) 386-4036</p>
<p>Billing Contact</p>	<p>Debby Poris Sr Accountant-Grants</p> <p>700-5th Ave, Suite 4900 Seattle, Washington 98124-4018 Email: deborah.poris@seattle.gov Phone: (206) 733-9631</p>
<p>Authorized Signatory</p>	<p>Mami Hara General Manager/CEO</p> <p>700 5th Ave, suite 4900 Seattle, Washington 98124 Email: mami.hara@seattle.gov Phone: (206) 684-5852</p>

Agreement No: WQC-2021-SeaPUD-00191
 Project Title: Ship Canal Water Quality Project
 Recipient Name: City of Seattle, Public Utilities Department

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Water Quality
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Water Quality
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Kenneth D. Ziebart</p> <p>3190 - 160th Ave SE Bellevue, Washington 98008-5452 Email: kzie461@ecy.wa.gov Phone: (425) 649-7164</p>
<p>Financial Manager</p>	<p>Tammie McClure</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: tmcc461@ecy.wa.gov Phone: (360) 407-6410</p>

Agreement No: WQC-2021-SeaPUD-00191
Project Title: Ship Canal Water Quality Project
Recipient Name: City of Seattle, Public Utilities Department

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$10,000.00

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; the EAGL (Ecology Administration of Grants and Loans) recipient closeout report; and a two-page outcome summary report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.
- * Properly maintained project documentation.

Agreement No: WQC-2021-SeaPUD-00191
 Project Title: Ship Canal Water Quality Project
 Recipient Name: City of Seattle, Public Utilities Department

Grant and Loan Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	
1.3	Two-page Outcome Summary Report	

DRAFT

Agreement No: WQC-2021-SeaPUD-00191
Project Title: Ship Canal Water Quality Project
Recipient Name: City of Seattle, Public Utilities Department

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$0.00

Task Title: Construction Management

Task Description:

A. The RECIPIENT will provide adequate and competent construction management and inspection for the Project. This may involve procuring the professional services. If professional services are procured, and the recipient requests reimbursement for professional services under this agreement, the RECIPIENT will procure them in accordance with state law. The RECIPIENT will include ECOLOGY's specification insert in the contract documents. The RECIPIENT must submit all contracts for construction management services before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will develop a detailed Construction Quality Assurance Plan (WAC 173-240-075) and submit it to ECOLOGY for approval. This plan will describe the activities which the RECIPIENT will undertake to achieve adequate and competent oversight of all construction work.

C. The RECIPIENT will ensure construction progresses according to a timely schedule developed to meet completion dates indicated in the construction contract. The RECIPIENT will revise or update the schedule whenever major changes occur and resubmit to ECOLOGY. In the absence of any major changes, the RECIPIENT will describe progress of the construction in the quarterly progress reports.

D. Upon completion of construction, the RECIPIENT will provide ECOLOGY's Project Manager with a set of record construction drawings, which reflect changes, modifications, and revisions made to the project during construction.

E. Upon project completion, the RECIPIENT will submit the Declaration of Construction Completion form, described in WAC 173-40-095, to ECOLOGY in accordance with WAC 173-240-090. The form, when signed by a professional engineer, indicates that the project was completed in accordance with the plans, specifications, and change orders approved by ECOLOGY, and is accurately shown on the as-built plans.

Task Goal Statement:

See Overall Goal.

Task Expected Outcome:

See Overall Goal.

Agreement No: WQC-2021-SeaPUD-00191
 Project Title: Ship Canal Water Quality Project
 Recipient Name: City of Seattle, Public Utilities Department

Construction Management

Deliverables

Number	Description	Due Date
2.1	Construction Quality Assurance Plan.	
2.2	Record Drawings.	
2.3	Declaration of Construction Completion document.	

DRAFT

Agreement No: WQC-2021-SeaPUD-00191
 Project Title: Ship Canal Water Quality Project
 Recipient Name: City of Seattle, Public Utilities Department

SCOPE OF WORK

Task Number: 3 **Task Cost:** \$65,990,000.00

Task Title: Construction

Task Description:

A. The RECIPIENT will include ECOLOGY's specification insert in the bid documents. The RECIPIENT will execute a contract with the low responsive responsible bidder to construct the project. The RECIPIENT will submit Bid Tabs, the Notice of Award, Notice to Proceed and a copy of the executed contract before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will complete the construction in accordance with the approved Plans, Specifications and Addenda in the approval letter dated June 27, 2019. The construction project will include:

- Storage tunnel (~14,000 lf; approx. 18.8 ft. diameter) and odor control
- Micro-tunnel under ship canal (~650-ft. long 94-inch diameter)
- West shaft
- Eleventh Avenue shaft
- Fremont shaft
- Third Avenue shaft
- East shaft

C. The RECIPIENT will conduct a pre-construction conference and will invite ECOLOGY staff, and provide minutes of the conference.

D. As a condition of receiving this funding, the RECIPIENT will review their energy use looking for cost effective energy savings. The recipient may also submit documentation of an energy efficiency review conducted within the last 5 years.

E. As a condition of receiving this funding, the RECIPIENT will develop an asset management program (fiscal sustainability plan). The RECIPIENT will certify that a program that contains at least the minimum required elements is being implemented.

F. The RECIPIENT will negotiate all change orders to the construction contract necessary for successful completion of the project as provided for in WAC 173-240.

G. The RECIPIENT will conduct appropriate cultural resources reviews of the project. The RECIPIENT will provide a 05-05/106 Cultural Resources Review form. The RECIPIENT will provide any additional information for ECOLOGY to lead the required cultural resources consultation.

H. The RECIPIENT will complete an Ecology inadvertent discovery plan template for their project.

I. As a condition of receiving this funding, the RECIPIENT will apply all applicable state and federal laws and authorities. The RECIPIENT will coordinate with ECOLOGY to determine which environmental laws and authorities are required. The RECIPIENT will provide information for ECOLOGY to lead the required under Section 106 of the National Historic Preservation Act or under the Endangered Species Act, unless ECOLOGY defers to another agency. The RECIPIENT will include additional information on the outcome of these laws and authorities as part of the State Environmental Review Process (SERP) to ECOLOGY for review prior to ECOLOGY issuing the SERP determination.

J. This project has been identified as an Equivalency project under the State Revolving Fund Capitalization Grants (CFDA-66.458) and is subject to all federal requirements EPA applies to Clean Water State Revolving Funds. In addition to the federal requirements outlined in Section 4 of agreement terms and conditions, the RECIPIENT will maintain documentation of compliance with all single audit act, federal cross cutters, and federal procurement requirements for architectural and engineering services (Chapter 11 of Title 40, U.S.C).

Task Goal Statement:

Agreement No: WQC-2021-SeaPUD-00191
 Project Title: Ship Canal Water Quality Project
 Recipient Name: City of Seattle, Public Utilities Department

See Overall Goal.

Task Expected Outcome:

See Overall Goal.

Construction

Deliverables

Number	Description	Due Date
3.1	Documentation of the RECIPIENTS procurement process including advertisement for bids and the affidavit of publication.	
3.2	Bid Tabs, the Notice of Award, and Notice to Proceed.	
3.3	Documentation of an energy efficiency review.	
3.4	Executed construction contract.	
3.5	Minutes of the pre-construction meeting.	
3.6	Certification that the asset management program (fiscal sustainability plan) has been developed and is being implemented.	
3.7	05-05/106 Cultural Resources Review form.	
3.8	Inadvertent Discovery Plan.	

Agreement No: WQC-2021-SeaPUD-00191
 Project Title: Ship Canal Water Quality Project
 Recipient Name: City of Seattle, Public Utilities Department

BUDGET

Funding Distribution EL210276

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title:	SRF Loan	Funding Type:	Loan
Funding Effective Date:	01/01/2020	Funding Expiration Date:	01/01/2025

Funding Source:

Title: CWSRF-SFY21 (Federal)

Type: Federal

Funding Source %: 100%

Description: The Clean Water Act (CWA) (33 U.S.C 1251-1387) established the State Revolving Fund (SRF) low interest loans program (40. C.F.R. Part 31, 35 Sub Part K). Washington State administers the program under Chapter 173-98 WAC. This project has been identified as a Designated Equivalency project (DEP) and is subject to all federal requirements EPA applies to Clean Water State Revolving Funds. In addition to the federal requirements outlined in Section 4 and 5 of agreement terms and conditions, the RECIPIENT must maintain documentation of compliance with all federal cross cutters and federal procurement requirements for architectural and engineering services (Chapter 11 of Title 40, U.S.C). The portion of the project funded by this funding distribution is subject to the Single Audit Act (SAA) and Federal Funding Accountability and Transparency Act (FFATA) and funds disbursed using this funding distribution should be tracked and reported as federal funds on the recipients Schedule of Expenditures of Federal Awards (SEFA) reporting form.

Agreement No: WQC-2021-SeaPUD-00191
 Project Title: Ship Canal Water Quality Project
 Recipient Name: City of Seattle, Public Utilities Department

Federal Awarding Agency: EPA
 Federal Awarding Agency Contact: David Carcia
 Federal Awarding Agency Phone: 206-533-0890
 Federal Awarding Agency Email: carcia.david@epa.gov
 Federal Awarding Agency Address: 1200 Sixth Avenue, Suite 900, Seattle, WA 98101

CFDA Catalog Name: Capitalization Grants for Clean Water State Revolving Funds

CFDA Number: 66.458
 FAIN: 53000119
 Research Grant: No
 Federal Award Date: 07/01/19
 Total Federal Award Amount: \$33,157,200.00
 Federal Funds Obligated To Recipient: \$66,000,000.00

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Effective Interest Rate: 1.2% Interest Rate: 0.9% Admin Charge: 0.3%

Terms: 20 years

Project Start Date: 01/01/2020 Project Completion Date: 01/01/2025

Estimated Initiation of Operation date: 01/01/2025

Loan Security: Revenue Secure Lien Obligation of the Recipient

Final Accrued Interest: \$

Final Loan Amount: \$

Repayment Schedule Number: 319

SRF Loan	Task Total
Grant and Loan Administration	\$ 10,000.00
Construction	\$ 65,990,000.00

Total: \$ 66,000,000.00

Agreement No: WQC-2021-SeaPUD-00191
 Project Title: Ship Canal Water Quality Project
 Recipient Name: City of Seattle, Public Utilities Department

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SRF Loan	0.00 %	\$ 0.00	\$ 66,000,000.00	\$ 66,000,000.00
Total		\$ 0.00	\$ 66,000,000.00	\$ 66,000,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

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“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed.

This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and

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condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use

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language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. **Deed of Right.** The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
2. **Assignment of Rights.** The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. **Easements and Leases.** The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.
- d. **Real Property Acquisition and Relocation Assistance.**
 1. **Federal Acquisition Policies.** See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.
 2. **State Acquisition Policies.** When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
 3. **Housing and Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. **Hazardous Substances.**

1. **Certification.** The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
 - i. No hazardous substances were found on the site, or
 - ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”
2. **Responsibility.** Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. **Hold Harmless.** The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. **Restriction On Conversion Of Real Property And/Or Facilities To Other Uses**

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner

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C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

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The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."

C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting."

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at:

<https://harvester.census.gov/fac/collect/ddeindex.html>. For complete information on how to accomplish the single audit submission, go to the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional

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requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), <https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure

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this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which

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would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT’S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT’S authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at:

<http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT’S knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment

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schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

- (i) The Loan Amount with interest
- (ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology
 Cashiering Unit

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P.O. Box 47611
 Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager. No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the

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Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request. The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY-.

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The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding.

Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

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Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property. Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

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5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled “CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsr.gov <http://www.fsr.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered

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telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM/) <<https://sam.gov/SAM/>> exclusion list.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.

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- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
 - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

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- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

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Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned

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(WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the

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quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington,

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for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced

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packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, <https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

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d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

DRAFT

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Public Utilities	Alexander Mockos/3-9066	Akshay Iyengar/4-0716

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager/CEO of Seattle Public Utilities to enter into a Water Quality Combined Financial Assistance Agreement between the State of Washington Department of Ecology and The City of Seattle, Public Utilities Department, to partially finance costs related to the construction of the Ship Canal Water Quality Project through a Clean Water State Revolving Fund Loan.

Summary and background of the Legislation: This legislation would authorize the Seattle Public Utilities General Manager to accept a \$66 million, low-interest loan from the Washington Department of Ecology for the Ship Canal Water Quality Project. The loan would save utility ratepayers approximately \$12 million in borrowing costs compared to conventional bond financing.

The Ship Canal Water Quality Project is a joint project being built by Seattle Public Utilities and King County Wastewater Treatment Division involving a 2.7-mile-long underground storage tunnel to significantly reduce the amount of polluted stormwater and sewage that flows into the Lake Washington Ship Canal, Salmon Bay, and Lake Union from Combined Sewer Overflows.

The project is required pursuant to a Consent Decree with the U.S. Environmental Protection Agency, the Washington Department of Ecology, and the U.S. Department of Justice to control untreated combined sewer overflows by December 31, 2025.

Approximately 85% of the City’s overflows come from the combined sewers in Crown Hill, Ballard, Fremont, Wallingford, Queen Anne, Downtown, and Capitol Hill. During a heavy storm, the new tunnel will capture and temporarily store more than 29 million gallons of untreated stormwater and sewage until the treatment plant is ready for it. The tunnel will improve water quality by keeping more than 75 million gallons of polluted stormwater (from rain) and sewage on average each year from flowing into the Lake Washington Ship Canal, Salmon Bay, and Lake Union.

SPU and King County are sharing the \$570 million project cost of the project with SPU paying 65% of project costs and King County Paying 35%.

2. CAPITAL IMPROVEMENT PROGRAM

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

Project Name:	Project I.D.:	Project Location:	Start Date:	End Date:	Total Project Cost Through 2026:
Ship Canal WQ Project	C314056	Ballard/Fremont Wallingford	8/13/2014	12/31/2025	\$570 million

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? Yes No

Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

No

Is there financial cost or other impacts of *not* implementing the legislation?

If this legislation were not implemented, \$66 million of Ship Canal WQ Project Costs would have to be bond funded at a higher rate (1.2% vs. 3.0%), resulting in a loss of about \$12 million in savings. These savings will be accounted for in the new rate study being proposed to Council.

3.a. Appropriations

Appropriations Notes:

No additional appropriation is being sought by this legislation. This loan will be used to finance the Ship Canal Project contained in the Drainage & Wastewater Fund Capital Improvement Program.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

No

b. Is a public hearing required for this legislation?

No

c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

No

d. Does this legislation affect a piece of property?

No

e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?

None

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

None

2. 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 Ship Canal Water Quality Project is designed and sized to enhance Seattle's resiliency to future rainfall increases resulting from climate change, and the facility will be able to significantly reduce sewer overflows into the Ship Canal when it is completed into the foreseeable future.

g. 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)?

No

List attachments/exhibits below:



Legislation Text

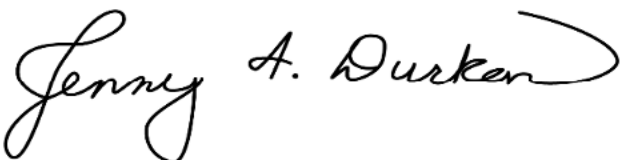
File #: Appt 01947, **Version:** 1

Appointment of Erin K. Fitzpatrick as member, Seattle Pedestrian Advisory Board, for a term to March 31, 2023.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Erin K. Fitzpatrick		
Board/Commission Name: Seattle Pedestrian Advisory Board		Position Title: Member (Position 7)
<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 type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other	Term of Position: * 4/1/2021 to 3/31/2023 <input type="checkbox"/> Serving remaining term of a vacant position	
Residential Neighborhood: Columbia City	Zip Code: 98144	Contact Phone No.: [REDACTED]
Background: Erin has lived and worked in Seattle for 6 years, mostly in the Mt. Baker/Columbia City area. She works at Lighthouse for the Blind providing orientation and mobility instruction to individuals who are blind, DeafBlind, and blind with other disabilities. This role takes her the length and breadth of the Seattle area and has given her a unique perspective on the pedestrian experience throughout. Erin is passionate about creating an accessible environment for all people and enjoys collaborating with various organizations (SDOT, Waterfront Seattle, Sound Transit) to provide insight and information.		
Authorizing Signature (original signature):  Date Signed (appointed): 5/25/21	Appointing Signatory: Jenny A. Durkan Mayor of Seattle	

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

Erin K. Fitzpatrick

Work Experience

Orientation and Mobility Supervisor, Seattle Location

11/2020 to Present

Lighthouse for the Blind, INC

Seattle, WA

Supervise Orientation & Mobility Specialists (O&M) at the Seattle location, shape program direction, coordinate with other departments to improve/maintain accessibility within the Lighthouse, represent Lighthouse employee mobility needs at external events, collaborate with DOT representatives on various community projects, and provide Orientation & Mobility training, education, consultation, and technical assistance to people who are blind, DeafBlind, or blind with other disabilities, as well as education to employees and community members, and various departments throughout the Lighthouse.

Orientation and Mobility Specialist Team Lead

08/2019 to 11/2020

Lighthouse for the Blind, INC

Seattle, WA

Guide O&M team, facilitate communication within team, act as point of contact with other departments, collaborate with various committees to further Lighthouse goals, provide O&M Training, education/consultation, and accommodations setup and training to people who are blind, DeafBlind, or blind with other disabilities.

Orientation and Mobility Specialist

01/2015 to Present

Lighthouse for the Blind, INC

Seattle, WA

Provide O&M Training, education/consultation, and accommodations setup and training to people who are blind, DeafBlind, or blind with other disabilities.

Professional Certifications

Certification in Orientation and Mobility

Academy for Certification of Vision Rehabilitation & Education Professionals (ACVREP)

2015 to present

Education

Western Michigan University

Master of Arts in Orientation and Mobility for Working Age Adults

Kalamazoo, MI

08/2014 to 05/2015

Central Michigan University

Bachelor of Science in Biology

Mount Pleasant, MI

08/2007 to 05/2011

Seattle Pedestrian Advisory Board

12 Members: Pursuant to Resolution 29532 and Ordinance 120325, all members subject to City Council confirmation, 3-year terms, Get Engaged Member, 1-year term:

- 7 Mayor- appointed
- 5 City Council - appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	2	1.	Member	Jennifer Lehman	4/1/20	3/31/22	1	City Council
6	T & NB	2	2.	Member	Greyson Simon	4/1/21	3/31/23	2	City Council
6	F		3.	Member	Emily Mannetti	4/1/20	3/31/22	1	City Council
1	F	5	4.	Member	Hang Nguyen	4/1/21	3/31/23	2	City Council
1	F	6	5.	Member	Han-Jung Ko	4/1/21	3/31/23	2	City Council
6	F	7	6.	Member	Emily Davis	4/1/20	3/31/22	1	Mayor
6	F	2	7.	Member	Erin K. Fitzpatrick	4/1/21	3/31/23	1	Mayor
9	F	7	8.	Member	Bianca Johnson	4/1/20	3/31/22	1	Mayor
1	F	3	9.	Member	Akshali Gandhi	4/1/20	3/31/22	1	Mayor
6	F	5	10.	Member	Maria Sumner	4/1/21	3/31/23	1	Mayor
8	F	4	11.	Member	Etsi Mintz	4/1/20	3/31/22	1	Mayor
6	M	3	12.	Get Engaged Member	Ori Brian	9/1/20	8/31/21	1	Mayor

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	1	6			1					4		1	1					
Council		4	1	1	2					3								
Other																		
Total	1	10	1	1	3					7		1	1					

Key:

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

**G List gender, M= Male, F= Female, T= Transgender, NB= Non-Binary, O= Other, U= Unknown

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

Diversity information is self-identified and is voluntary.



Legislation Text

File #: Appt 01948, **Version:** 1

Appointment of Hang Nguyen as member, Seattle Pedestrian Advisory Board, for a term to March 31, 2023.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Hang Nguyen		
Board/Commission Name: Seattle Pedestrian Advisory Board		Position Title: Member (Position 4)
<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		Term of Position: * 4/1/2021 to 3/31/2023 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: Lake City/Olympic Hills	Zip Code: 98125	Contact Phone No.: [REDACTED]
Background: Hang grew up in the Puget Sound region and has recently put down roots in the Lake City neighborhood. She is both professionally and personally invested in building a stronger and more vibrant community with the mindset that the actions taken today should benefit people and the environment tomorrow. Hang's educational background shapes her work at King County Metro Transit and her interest in ensuring public spaces are accessible and welcoming to people of all backgrounds, ages, and abilities.		
Authorizing Signature (original signature):  Date Signed (appointed): 5/26/21		Appointing Signatory: Alex Pedersen Seattle City Councilmember

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



EMPLOYMENT HISTORY

KING COUNTY METRO TRANSIT
PROJECT/PROGRAM MANAGER III
DEC 2020 – PRESENT

Led the standardization and process documentation of routine Capital Division work, managed communication, and training of the Get Things Built (GTB) Framework.

- ≡ Redeveloped the GTB Framework SharePoint site into an interactive and intuitive tool with better messaging of purpose and instructions.
- ≡ Managed SharePoint expansion and new site requests; SharePoint and MS Teams site administrator; provided technical support to Capital staff.

PROJECT/PROGRAM MANAGER II
JAN 2020 – DEC 2020

Developed interactive systems and tools to track internal Project Management Office (PMO) projects, curated digital resources and supported training sessions.

- ≡ Created a visual tracking system for the Project Controls, Management and Performance Unit's focused improvements project using Airtable and SharePoint to enable standardized reporting, greater transparency, and communication.
- ≡ Assisted in managing Capital Delivery Board meetings, managed agendas, reviewed materials and communicated with project managers to prepare their presentations for the Board.
- ≡ Contributed to the emergency response work for COVID-19 as part of the Community Mitigation and Recovery team. Developed processes to report efforts to FEMA; created a collaborative SharePoint site and calendar for the team to receive and share information; provided administrative services to organize agendas, meetings and record notes.

SEATTLE HOUSING AUTHORITY
PROJECT COORDINATOR
APR 2017 – DEC 2019

Managed and coordinated several projects at various stages, such as Creating Moves to Opportunity, Family Access Supplement and Health Initiative: Aging and Disability Services Referral Form, Data Sharing Agreements and Moving to Work Program Evaluation.

- ≡ Produced project charters, planned scope of work and timelines, worked cross-functionally to support new initiatives, participated on Request for Proposal review panels, managed consultant contracts and relationships with stakeholders, processed change orders.
- ≡ Directed work groups and facilitated project team meetings, stakeholder engagement and presented at department meetings.
- ≡ Supported staff on project needs from development through execution, monitored for consistency and accuracy, tracked issues and recorded suggestions for improvements in change logs, conducted training sessions for staff. Formed communication plans, created and designed internal and external materials for various programs.

CERTIFICATION SPECIALIST II
AUG 2016 – APR 2017

Led a work group to modify the Housing Choice Voucher certification paperwork to reduce processing inefficiencies using lean techniques. Managed a caseload of over 500 elderly and/or disabled households through the housing recertification of program eligibility process including income verification, landlord and tenant issues, inspections and non-compliance.

CERTIFICATION SPECIALIST I
JUN 2015 – AUG 2016

Oversaw scheduling for housing inspectors and tracked over 900 inspections a month, reported monthly metrics using Elite, Access and Excel. Reorganized schedules to reduce travel time, inefficiencies, unnecessary visits to vacant units and add flexible time for inspectors to complete paperwork. Point of contact for inspectors, landlords and tenants regarding inspections and procedures. Determined program eligibility and issued vouchers to low-income households.

CUSTOMER SERVICE SPEICALIST
DEC 2014 – JUN 2015

Managed front desk responsibilities, lobby wait time and daily programming; aided individuals applying for low-income housing programs. Helped people complete program applications and forms, housing search and program inquiries. Assisted households with varying language and cultural backgrounds, disabilities, literacy and de-escalated challenging clients.

NATIONAL PARK SERVICE
PLANNING CONTRACTOR
MAY 2014 – NOV 2014

Researched and edited the Columbia-Pacific Heritage Area Study, designed the City of Rocks park newsletter and organize the Planning Office's library. Developed a filing system to manage documents, digitized public comments and edited general management plans, master plans and newsletters for the Devils Postpile, City of Rocks and Hawaii Volcanoes National Park.

FEET FIRST
OUTREACH COORDINATOR
AUG 2014 – OCT 2014

Enrolled King County residents to participate in the King County Metro “In Motion” program, engaged in conversations about alternative modes of transportation and the new Rapid Ride line at farmers markets and community events.

ONE REEL
ACTIVATION COORDINATOR
MAY 2013 – SEPT 2013

Point of contact for craft, food and activity vendors for technical and contractual issues and supervised four concessions area managers at Seattle’s Bumbershoot Music Festival. Supported a festival of thousands of attendees and managed vendor contracts and resolved technical issues.

**FEDERAL AVIATION
ADMINISTRATION**
POLICY ANALYST INTERN
JUN 2012 – AUG 2012

Evaluated federally funded airports for the FAA Airport Disability Compliance Program. Examined airport facilities for Americans with Disabilities Act (ADA) violations and provided recommendations for design and planning improvements. Interviewed and trained airport vendors including airline employees, businesses and service providers. Edited correspondence regarding Office of Civil Rights complaints and updated ADA Coordinator information for 500 federally funded airports.

**COMMUNITY ACTION
PARTNERSHIP ORANGE COUNTY**
PLANNING INTERN
APR 2012 – MAY 2012

Connected with the Buena Park Youth Focus Group and Buena Park’s Community Building Initiative committee to lead and conduct a walkability assessment, evaluated safety and obesity statistics and researched grant opportunities for neighborhood park renovations. Collected findings from the youth group and provided input to the advisory committee.

COLEHOUR + COHEN
COMMUNITY OUTREACH
COORDINATOR
JUN 2011 – SEPT 2011

Engaged Puget Sound Energy (PSE) customers in conversation about sustainability, energy efficiency and benefits of switching to compact florescent light (CFL) bulbs, promoted the “Rock the Bulb: Re-energize Tour” campaign via presentations and advertisements on CW-11 and New Day Northwest. Tracked and transported inventory and documented receptivity of community outreach efforts; distributed more than 700,000 CFL bulbs to over 30,000 PSE customers.

COMMUNITY INVOLVEMENT

SEATTLE PUBLIC LIBRARY
HOMEWORK HELP TUTOR
SEPT 2017 – PRESENT

Tutored Seattle Public School students (pre-kindergarten to high school) on math, health and science, literature, social studies and geography. Used various learning methods to convey concepts, problem solving techniques and critical thinking.

YOUNG PLANNERS GROUP
BOARD MEMBER/SECRETARY
JAN 2014 – SEPT 2018

Served as Secretary from September 2017 to September 2018. Coordinated YPG happy hour, professional lectures and community service opportunities, walking tours and networking mixers in the Puget Sound region. Managed social media accounts and email newsletters.

**URBAN PLANNING STUDENT
ASSOCIATION**
VICE PRESIDENT
JAN 2012 – DEC 2012

Planned social mixers, professional networking events and lectures for current and former urban planning students at University of California, Irvine. Created and maintained the association’s website and media pages to expand outreach and communicate more effectively with members.

EDUCATION AND CERTIFICATION

PROJECT MGMT INSTITUTE
PMP, 2019

Project Management Professional Certification


U. OF CALIFORNIA, IRVINE
MASTER OF ARTS, 2013


Urban and Regional Planning
NEURUS Scholar 2012-2013, California Planning Foundation Graduating Student Merit Award 2013, American Planning Association National Conference Speaker 2013


UNIVERSITY OF WASHINGTON
BACHELOR OF ARTS, 2011

Communication, Comparative History of Ideas (CHID), Diversity Minor
Dean’s List 2007, 2009- 2011; DeEtte McAuslan Stuart Scholarship recipient 2007-2011

TECHNICAL EXPERIENCE

 Project Management
Professional Certification

 PowerPoint, SharePoint, Teams,
Excel, Word, Project and Power BI

 Airtable, ArcGIS, InDesign,
Piktochart and WordPress

Seattle Pedestrian Advisory Board

12 Members: Pursuant to Resolution 29532 and Ordinance 120325, all members subject to City Council confirmation, 3-year terms, Get Engaged Member, 1-year term:

- 7 Mayor- appointed
- 5 City Council - appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	2	1.	Member	Jennifer Lehman	4/1/20	3/31/22	1	City Council
6	T & NB	2	2.	Member	Greyson Simon	4/1/21	3/31/23	2	City Council
6	F		3.	Member	Emily Mannetti	4/1/20	3/31/22	1	City Council
1	F	5	4.	Member	Hang Nguyen	4/1/21	3/31/23	2	City Council
1	F	6	5.	Member	Han-Jung Ko	4/1/21	3/31/23	2	City Council
6	F	7	6.	Member	Emily Davis	4/1/20	3/31/22	1	Mayor
6	F	2	7.	Member	Erin K. Fitzpatrick	4/1/21	3/31/23	1	Mayor
9	F	7	8.	Member	Bianca Johnson	4/1/20	3/31/22	1	Mayor
1	F	3	9.	Member	Akshali Gandhi	4/1/20	3/31/22	1	Mayor
6	F	5	10.	Member	Maria Sumner	4/1/21	3/31/23	1	Mayor
8	F	4	11.	Member	Etsi Mintz	4/1/20	3/31/22	1	Mayor
6	M	3	12.	Get Engaged Member	Ori Brian	9/1/20	8/31/21	1	Mayor

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	1	6			1					4		1	1					
Council		4	1	1	2					3								
Other																		
Total	1	10	1	1	3					7		1	1					

Key:

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

**G List gender, M= Male, F= Female, T= Transgender, NB= Non-Binary, O= Other, U= Unknown

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

Diversity information is self-identified and is voluntary.



Legislation Text

File #: Appt 01949, **Version:** 1

Appointment of Greyson Simon as member, Seattle Pedestrian Advisory Board, for a term to March 31, 2023.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Greyson Simon		
Board/Commission Name: Seattle Pedestrian Advisory Board		Position Title: Member (Position 2)
<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	Term of Position: * 4/1/2021 to 3/31/2023 <input type="checkbox"/> Serving remaining term of a vacant position	
Residential Neighborhood: Columbia City	Zip Code: 98144	Contact Phone No.: [REDACTED]
Background: Greyson has lived in Seattle for 8 years with their partner of over a decade. They are known within their community for founding and running the Transgender Language Primer, a resource for learning about terms related to gender and attraction, for the last 5 years. As a trans person who commutes by public transit, they are passionate about pedestrian safety and access, especially basic access needs like sidewalks and curb cuts.		
Authorizing Signature (original signature): 	Appointing Signatory: Alex Pedersen Seattle City Councilmember	
Date Signed (appointed): 5/26/2021		

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

GREYSON SIMON

Educator, Advocate, and Artisan

Areas of Expertise

- Project, Volunteer & Employee Management
including creating Tracking, Training, & Review Materials, as well as using Payroll Systems
- Customer Service & Retail Sales Operations
including POS systems, Merchandising, & Inventory Management
- Social Media & Website Management
including Forum/Group Management & Marketing
- Administrative Operations
including Microsoft Office Suite & equivalents (Google Drive etc.)

Professional Expertise

<i>Founder & Lead Editor</i>	The Transgender Language Primer: Remote	2016 - Present
<i>Assistant Production Manager</i>	Big Dipper Wax Works: Seattle, WA	2020 - Present
<i>Chandler</i>	Big Dipper Wax Works: Seattle, WA	2013 - 2020
<i>Senior Community Manager</i>	Facebook Transgender Alliance (FTA): Remote	2014 - 2016
<i>Sales Clerk</i>	Metro Entertainment: Portland, OR	2011 - 2013
<i>Audio Journalist</i>	WNJR (91.7 FM): Washington, PA	2009 - 2010
<i>Photo Curator</i>	Genderfork: Remote	2009 - 2010
<i>Editor</i>	The Wooden Tooth Review: Washington, PA	2008 - 2010

Education

PSU	<i>BA Studies in Women's Studies</i>	Portland, OR	2011 - 2013
WashJeff	<i>BA Studies in English</i>	Washington, PA	2007 - 2010

References

<i>Flower Grosskopf</i>	General Manager	Big Dipper Wax Works	206 - 356 - 9721
<i>Oliver Robison</i>	Volunteer Coordinator	FTA	616 - 422 - 2893
<i>Anthony Fleury</i>	General Manager	WNJR (91.7 FM)	724 - 678 - 5332

Seattle Pedestrian Advisory Board

12 Members: Pursuant to Resolution 29532 and Ordinance 120325, all members subject to City Council confirmation, 3-year terms, Get Engaged Member, 1-year term:

- 7 Mayor- appointed
- 5 City Council - appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	2	1.	Member	Jennifer Lehman	4/1/20	3/31/22	1	City Council
6	T & NB	2	2.	Member	Greyson Simon	4/1/21	3/31/23	2	City Council
6	F		3.	Member	Emily Mannetti	4/1/20	3/31/22	1	City Council
1	F	5	4.	Member	Hang Nguyen	4/1/21	3/31/23	2	City Council
1	F	6	5.	Member	Han-Jung Ko	4/1/21	3/31/23	2	City Council
6	F	7	6.	Member	Emily Davis	4/1/20	3/31/22	1	Mayor
6	F	2	7.	Member	Erin K. Fitzpatrick	4/1/21	3/31/23	1	Mayor
9	F	7	8.	Member	Bianca Johnson	4/1/20	3/31/22	1	Mayor
1	F	3	9.	Member	Akshali Gandhi	4/1/20	3/31/22	1	Mayor
6	F	5	10.	Member	Maria Sumner	4/1/21	3/31/23	1	Mayor
8	F	4	11.	Member	Etsi Mintz	4/1/20	3/31/22	1	Mayor
6	M	3	12.	Get Engaged Member	Ori Brian	9/1/20	8/31/21	1	Mayor

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	1	6			1					4		1	1					
Council		4	1	1	2					3								
Other																		
Total	1	10	1	1	3					7		1	1					

Key:

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

**G List *gender*, M= Male, F= Female, T= Transgender, NB= Non-Binary, O= Other, U= Unknown

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

Diversity information is self-identified and is voluntary.



Legislation Text

File #: Res 32008, **Version:** 1

CITY OF SEATTLE

RESOLUTION _____

A RESOLUTION setting the public hearing on the petition of Seattle City Light for the vacation of a portion of Diagonal Way South, west of 4th Avenue South in the Greater Duwamish Manufacturing/Industrial Center of Seattle, according to Chapter 35.79 of the Revised Code of Washington, Chapter 15.62 of the Seattle Municipal Code, and Clerk File 314451.

WHEREAS, Seattle City Light has filed a petition with the City Council to vacate public property; and

WHEREAS, the petition is signed by the owner of more than two-thirds of the property abutting on the subject area; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE THAT:

Section 1. A hearing by the Seattle City Council for the petition to vacate a portion of Diagonal Way South, west of 4th Avenue South has been scheduled to take place during the Council's Transportation & Utilities Committee meeting on Wednesday, July 21, 2021, starting at 9:30 a.m., in the City Council Chambers, Floor 2, City Hall. The Transportation & Utilities Committee of the City Council will consider the petition when Clerk File 314451 is before the committee according to the Committee's agenda. Due to the COVID-19 civil emergency declared by The City of Seattle and the State of Washington, persons who wish to participate in or attend the hearing may do so remotely. The City will provide instructions in the meeting agenda on how to participate remotely.

The City Clerk is directed to give the notice of the hearing in the manner provided by law. A map, indicating the property described in the petition, shall be affixed to and become part of the notice that shall be posted by the street vacation petitioner in a conspicuous place on the right-of-way sought to be vacated.

Section 2. The hearing will provide opportunity for comments on the vacation of a portion of Diagonal

Way South, west of 4th Avenue South, described as:

Commencing at the most southwesterly corner of that portion of Diagonal Avenue South vacated under by City of Seattle Ordinance Number 112889, under King County Recording Number 86070I 0965, and amended by City of Seattle Ordinance 113226, under King County Recording Number 8701070967, said point of commencement also being the angle point at the intersection of the westerly and northwesterly lines of Lot 2 of the plat of Fourth and Duwamish Investment Park, recorded under King County Recording Number 8307280903; thence north 01°09'28" east along the west line of said vacated Diagonal Avenue South 59.69 feet to a point at the northwesterly corner of the southeasterly portion of said vacated Diagonal Avenue South and true point of beginning;

Thence north 43°14'20" east along the northwesterly line of the southeasterly portion of said vacated Diagonal Avenue South 355.61 feet to a point that bears north 46°45'40" west and is 40.00 feet distant from a point on the southeasterly margin of Diagonal Avenue South and 38.41 feet northeasterly of the southwest corner of Lot 4, Block 304, of the unrecorded plat of Seattle Tide Lands, said point also being an angle point in said vacated Diagonal Avenue South; thence north 46°45'40" west 40.00 feet to the southeasterly line of the northwesterly portion of said vacated Diagonal Avenue South; thence north 43°14'20" west along said southeasterly line 311.31 feet to the southwesterly corner of the northwesterly portion of said vacated Diagonal Avenue South; thence south 01°09'28" west 59.69 feet to the true point of beginning. Vacation contains 13,337.8 square feet, more or less.

Or, in the alternative, to vacate any portion of this right-of-way as described above, reserving to The City of Seattle all necessary slope rights including cuts or fills on the above-described former right-of-way abutting on the property after the vacation, and further reserving to The City of Seattle the right to reconstruct, maintain, and operate any existing overhead or underground utilities in the property until the beneficiaries of the vacation arrange with the owners for their removal.

Adopted by the City Council the _____ day of _____, 2021, and signed by me in open session in authentication of its adoption this _____ day of _____, 2021.

President _____ of the City Council

Filed by me this _____ day of _____, 2021.

Monica Martinez Simmons, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Legislative	Lish Whitson/206-615-1674	

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title:

A RESOLUTION setting the public hearing on the petition of Seattle City Light for the vacation of a portion of Diagonal Way South, west of 4th Avenue South in the Greater Duwamish Manufacturing/Industrial Center of Seattle, according to Chapter 35.79 of the Revised Code of Washington, Chapter 15.62 of the Seattle Municipal Code, and Clerk File 314451.

Summary and background of the Legislation:

As required under State Law (Revised Code of Washington Section 35.79.030), this resolution sets July 21st, 2021 as the public hearing date for the vacation of a portion of Diagonal Way South.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ___ Yes No

Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?
No.

Is there financial cost or other impacts of *not* implementing the legislation?

Seattle City Light (SCL), a City-owned utility, has petitioned the City Council to vacate a City street. The legislation is required in order to legally hear that vacation petition.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

The resolution would allow the City Council to consider the vacation petition. Seattle Public Utilities has utilities in the area to be vacated. As part of the package of public benefits that is proposed to accompany the vacation, SCL would transfer property to the Seattle Department of Transportation and Seattle Parks and Recreation and fund improvements to facilitate the development of a bicycle path and dog park.

b. Is a public hearing required for this legislation?

As described in the resolution, as a result of adopting this resolution, the City Council would set July 21, 2021 as the date for a public hearing on a street vacation petition.

c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

Yes, notice will be published.

d. Does this legislation affect a piece of property?

This legislation sets the date for a public hearing.

e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?

None identified.

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

No.

2. 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.

Not applicable.

g. 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).

Not applicable.

List attachments/exhibits below: