



CITY OF SEATTLE

City Council

Agenda

Tuesday, September 6, 2022

2:00 PM

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

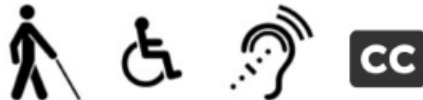
Debora Juarez, Council President
Lisa Herbold, Member
Andrew J. Lewis, Member
Tammy J. Morales, Member
Teresa Mosqueda, Member
Sara Nelson, Member
Alex Pedersen, Member
Kshama Sawant, Member
Dan Strauss, Member

Chair Info: 206-684-8805; Debora.Juarez@seattle.gov

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CITY OF SEATTLE

City Council Agenda

September 6, 2022 - 2:00 PM

Meeting Location:

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

Committee Website:

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

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

Remote Public Comment - 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 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.

In-Person Public Comment - Register to speak on the Public Comment sign-up sheet located inside Council Chambers at least 15 minutes prior to the meeting start time. Registration will end at the conclusion of the Public Comment period 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

A. CALL TO ORDER

B. ROLL CALL

C. PRESENTATIONS

D. PUBLIC COMMENT

Members of the public may sign up to address the Council for up to 2 minutes on matters on this agenda; total time allotted to public comment at this meeting is 20 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 363](#)

September 6, 2022

Attachments: [Introduction and Referral Calendar](#)

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

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

Journal:

1. [Min 396](#) August 16, 2022

Attachments: [Minutes](#)

Clerk Files:

2. [CF 314468](#) Full unit lot subdivision of Greenwood Investors, LLC, to subdivide one development site into 33 unit lots at 13333 Greenwood Ave. N. (Project No. 3036792-LU; Type III).

Attachments: [Application Material](#)

Bills:

3. [CB 120406](#) AN ORDINANCE approving and confirming the plat of “357 Degrees” in portions of the Northeast Quarter of the Southeast Quarter of Section 24, Township 26 North, Range 3 East, W.M. in King County, Washington.

Supporting

Documents:

[Summary and Fiscal Note](#)

[Summary Att A - 357 Degrees Plat Area Map](#)

[Central Staff Memo](#)

4. [CB 120407](#) AN ORDINANCE appropriating money to pay certain claims for the week of August 8, 2022 through August 12, 2022 and ordering the payment thereof; and ratifying and confirming certain prior acts.
5. [CB 120408](#) AN ORDINANCE appropriating money to pay certain claims for the week of August 15, 2022 through August 19, 2022 and ordering the payment thereof; and ratifying and confirming certain prior acts.
6. [CB 120409](#) AN ORDINANCE appropriating money to pay certain claims for the week of August 22, 2022 through August 26, 2022 and ordering the payment thereof; and ratifying and confirming certain prior acts.

Appointments:

**NEIGHBORHOODS, EDUCATION, CIVIL RIGHTS, AND CULTURE
COMMITTEE:**

7. [Appt 02248](#) Appointment of Kateri Joe as member, Families, Education, Preschool, and Promise Levy Oversight Committee, for a term to December 31, 2024.

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

In Favor: 4 - Morales, Sawant, Lewis, Nelson

Opposed: None

Attachments: [Appointment Packet](#)

8. [Appt 02249](#) Appointment of Evan M. Smith as member, Families, Education, Preschool, and Promise Levy Oversight Committee, for a term to December 31, 2024.

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

In Favor: 4 - Morales, Sawant, Lewis, Nelson

Opposed: None

Attachments: [Appointment Packet](#)

9. [Appt 02334](#) Appointment of Devon Breithart as member, Seattle Disability Commission, for a term to April 30, 2024.

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

In Favor: 4 - Morales, Sawant, Lewis, Nelson

Opposed: None

Attachments: [Appointment Packet](#)

10. [Appt 02335](#) Appointment of Shelby Dey as member, Seattle Disability Commission, for a term to April 30, 2024.

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

In Favor: 4 - Morales, Sawant, Lewis, Nelson

Opposed: None

Attachments: [Appointment Packet](#)

11. [Appt 02336](#) Appointment of Troika L. Braswell as member, Seattle LGBTQ Commission, for a term to April 30, 2024.

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

In Favor: 4 - Morales, Sawant, Lewis, Nelson

Opposed: None

Attachments: [Appointment Packet](#)

12. [Appt 02337](#) Appointment of Jackson Cooper as member, Seattle LGBTQ Commission, for a term to April 30, 2024.

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

In Favor: 4 - Morales, Sawant, Lewis, Nelson

Opposed: None

Attachments: [Appointment Packet](#)

13. [Appt 02338](#) Appointment of Alex Mielcarek as member, Seattle LGBTQ Commission, for a term to April 30, 2024.

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

In Favor: 4 - Morales, Sawant, Lewis, Nelson

Opposed: None

Attachments: [Appointment Packet](#)

14. [Appt 02339](#) Appointment of Juan Monroy as member, Seattle LGBTQ Commission, for a term to April 30, 2024.

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

In Favor: 4 - Morales, Sawant, Lewis, Nelson

Opposed: None

Attachments: [Appointment Packet](#)

H. COMMITTEE REPORTS

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

FINANCE AND HOUSING COMMITTEE:

1. [CB 120391](#) AN ORDINANCE establishing the City's commitments and plans for supporting cannabis workers and supporting communities disproportionately harmed by the federal War on Drugs.

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

In Favor: 3 - Mosqueda, Herbold, Lewis

Opposed: 2 - Pedersen, Nelson

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

2. [CB 120392](#) AN ORDINANCE relating to licensing cannabis businesses in Seattle; establishing social equity applicant criteria for cannabis businesses; setting fees for cannabis businesses; expanding the purposes for which a cannabis license may be issued in the future; updating references in the code to "cannabis"; and amending Chapter 6.500 of the Seattle Municipal Code.

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

In Favor: 5 - Mosqueda, Herbold, Pedersen, Nelson, Lewis

Opposed: None

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

3. [CB 120393](#) AN ORDINANCE relating to employment in Seattle; adding a new Chapter 8.38 to the Seattle Municipal Code; and amending Sections 3.02.125 and 14.20.025 of the Seattle Municipal Code.

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

In Favor: 5 - Mosqueda, Herbold, Pedersen, Nelson, Lewis

Opposed: None

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

NEIGHBORHOODS, EDUCATION, CIVIL RIGHTS, AND CULTURE COMMITTEE:

4. [CB 120399](#) AN ORDINANCE relating to limited services pregnancy centers; prohibiting false and misleading advertising by limited services pregnancy centers; and adding a new Chapter 7.32 to the Seattle Municipal Code.

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

In Favor: 4 - Morales, Sawant, Lewis, Nelson

Opposed: None

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

SUSTAINABILITY AND RENTERS' RIGHTS COMMITTEE:

5. [Res 32064](#) A RESOLUTION declaring the City Council's intent to phase out gas-powered leaf blowers; establishing goals and identifying actions to meet these goals.

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

In Favor: 4 - Sawant, Nelson, Lewis, Morales

Opposed: None

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

TRANSPORTATION AND SEATTLE PUBLIC UTILITIES COMMITTEE:

6. [CB 120384](#) AN ORDINANCE relating to the South Park Bridge project; authorizing the Director of the Seattle Department of Transportation to acquire, accept, and record, on behalf of The City of Seattle, a quit claim deed from King County, a political subdivision of the State of Washington, for property situated in Lots 9 through 13, Block 37, South Park; placing the real property rights and interests conveyed by such deed under the jurisdiction of the Seattle Department of Transportation and designating for transportation purposes; laying off the deed as right-of-way; and ratifying and confirming certain prior acts.

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

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

Opposed: None

Attachments: [Att A - Quit Claim Deed from King County](#)

Supporting

Documents: [Summary and Fiscal Note](#)
[Summary Ex 1 - Vicinity Map](#)
[Amendment A](#)

7. [CB 120395](#) AN ORDINANCE relating to Seattle Public Utilities; declaring certain real property rights as being surplus to the City's municipal utility needs; granting easements to the City of Renton, for public roadway, Renton-owned utilities, storm drainage, and devices for traffic control purposes, for the improvement of Rainier Avenue South, over, under and across a portion of City's Cedar River Pipeline right of way, in the East ½ Section 18, Township 23 North, Range 5 East, W.M., in King County, Washington.

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

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

Opposed: None

Attachments: [Att 1 - Temporary Construction Easement](#)
[Att 2 – Easement Agreement](#)

Supporting

Documents: [Summary and Fiscal Note](#)
[Summary Att 1 - Map of Easement Location](#)

I. ITEMS REMOVED FROM CONSENT CALENDAR

J. ADOPTION OF OTHER RESOLUTIONS

K. OTHER BUSINESS

L. ADJOURNMENT



Legislation Text

File #: IRC 363, **Version:** 1

September 6, 2022



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: Mosqueda</u>		
1. CB 120407	AN ORDINANCE appropriating money to pay certain claims for the week of August 8, 2022 through August 12, 2022 and ordering the payment thereof; and ratifying and confirming certain prior acts.	City Council
<u>By: Mosqueda</u>		
2. CB 120408	AN ORDINANCE appropriating money to pay certain claims for the week of August 15, 2022 through August 19, 2022 and ordering the payment thereof; and ratifying and confirming certain prior acts.	City Council
<u>By: Mosqueda</u>		
3. CB 120409	AN ORDINANCE appropriating money to pay certain claims for the week of August 22, 2022 through August 26, 2022 and ordering the payment thereof; and ratifying and confirming certain prior acts.	City Council
<u>By: Lewis</u>		
4. Res 32066	A RESOLUTION celebrating the fiftieth anniversary of the adoption of the Discovery Park Master Plan.	City Council
<u>By: No Sponsor Required</u>		
5. CF 314500	Full unit lot subdivision of Jabooda Properties 4, LLC, to subdivide two parcels into 26 unit lots at 6730 Rainier Ave. S. (Project 3039811-LU; Type III).	City Council
<u>By: Nelson</u>		
6. CF 314501	Office of Inspector General request for an extension for the filing of September 2022 Annual Surveillance Technologies review reports.	City Council
<u>By: Nelson</u>		
7. CB 120411	AN ORDINANCE relating to the City Light Department; amending rates, terms, and conditions for the use and sale of electricity supplied by the City Light Department for 2022, 2023, and 2024; amending Sections 21.49.020, 21.49.030, 21.49.052, 21.49.055, 21.49.057, 21.49.058, 21.49.060,	Economic Development, Technology, and City Light Committee

21.49.065, 21.49.083, 21.49.085, and 21.49.086 of the Seattle Municipal Code.

By: Nelson

8. [CB 120412](#) AN ORDINANCE relating to the establishment of the Seattle Film Commission; adding a new Chapter 3.71 to the Seattle Municipal Code; and amending Section 3.14.600 of the Seattle Municipal Code.
- Economic Development, Technology, and City Light Committee

By: Mosqueda

9. [CB 120413](#) AN ORDINANCE amending Ordinance 126490, which adopted the 2022 Budget; changing appropriations to various departments and budget control levels, and from various funds in the Budget; in order to advance the Seattle Green New Deal by funding actions to reduce greenhouse gas emissions, funding climate-resilient community spaces, and investing in net-zero affordable housing; and ratifying and confirming certain prior acts.
- Finance and Housing Committee

By: Mosqueda

10. [CB 120414](#) AN ORDINANCE relating to the redevelopment of Yesler Terrace by the Housing Authority of The City of Seattle; authorizing the Mayor to execute an amendment to the Yesler Terrace Cooperative Agreement with the Housing Authority of the City of Seattle that was authorized by Ordinance 123961; authorizing the Director of Housing to implement the Cooperative Agreement as amended; and ratifying and confirming certain prior acts.
- Finance and Housing Committee

By: Juarez

11. [Appt 02348](#) Appointment of Kimberly Loving as Director of the Seattle Department of Human Resources, for a term to September 1, 2026.
- Governance, Native Communities, and Tribal Governments Committee

By: Strauss

12. [Res 32068](#) A RESOLUTION relating to proposed Comprehensive Plan amendments proposed to be considered for possible adoption in 2023; requesting that the Office of Planning and Community Development and the Seattle Department of Transportation consider the proposed amendments as part of the development of the One Seattle update to the Comprehensive Plan and the Seattle Transportation Plan.
- Land Use Committee

By: Morales

13. [Appt 02341](#) Appointment of Padraic Slattery as member, Landmarks Preservation Board, for a term to August 14, 2025. Neighborhoods, Education, Civil Rights, and Culture Committee

By: Morales

14. [Appt 02342](#) Appointment of Sohyun Kim as member, Pioneer Square Preservation Board, for a term to March 1, 2025. Neighborhoods, Education, Civil Rights, and Culture Committee

By: Morales

15. [Appt 02343](#) Appointment of Karl Mueller as member, Pioneer Square Preservation Board, for a term to March 1, 2025. Neighborhoods, Education, Civil Rights, and Culture Committee

By: Morales

16. [Appt 02344](#) Appointment of Steven D. Sparks as member, Pioneer Square Preservation Board, for a term to March 1, 2025. Neighborhoods, Education, Civil Rights, and Culture Committee

By: Morales

17. [Appt 02345](#) Appointment of Henry Watson as member, Pioneer Square Preservation Board, for a term to March 1, 2025. Neighborhoods, Education, Civil Rights, and Culture Committee

By: Morales

18. [Appt 02346](#) Reappointment of Maureen R. Elenga as member, Pioneer Square Preservation Board, for a term to March 1, 2025. Neighborhoods, Education, Civil Rights, and Culture Committee

By: Morales

19. [Appt 02347](#) Reappointment of Lauren Kush as member, Pioneer Square Preservation Board, for a term to March 1, 2025. Neighborhoods, Education, Civil Rights, and Culture Committee

By: Lewis

20. [CB 120415](#) AN ORDINANCE relating to Seattle Parks and Recreation (SPR); authorizing the acquisition of a Conservation and Recreation Easement at the Turner-Koepf House and Garden, commonly known as the Garden House, located at 2336 15th Avenue South; authorizing acceptance of a recording of the Conservation and Recreation Easement for open space, park, and recreation purposes; and ratifying Public Assets and Homelessness Committee

and confirming certain prior acts.

By: Lewis

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| 21. Res 32067 | A RESOLUTION endorsing the goals of the Downtown Seattle Association's Third Avenue Vision; and stating the intent of The City of Seattle to work collaboratively with the Downtown Seattle Association, King County Metro, and Sound Transit to pursue improvements to Third Avenue in Downtown Seattle. | Public Assets and Homelessness Committee |
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By: Pedersen

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| 22. CB 120410 | AN ORDINANCE relating to the solid waste system of Seattle Public Utilities; revising rates and charges for solid waste services; revising credits to low-income customers for solid waste services; and amending Sections 21.40.050, 21.40.060, 21.40.070, 21.40.080, 21.40.085, and 21.76.040 of the Seattle Municipal Code. | Transportation and Seattle Public Utilities |
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By: Pedersen

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| 23. Appt 02349 | Appointment of Ty Botorff as member, Seattle Bicycle Advisory Board, for a term to August 31, 2023. | Transportation and Seattle Public Utilities |
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By: Pedersen

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| 24. Appt 02350 | Appointment of Peter Bryan as member, Seattle Bicycle Advisory Board, for a term to August 31, 2024. | Transportation and Seattle Public Utilities |
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By: Pedersen

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| 25. Appt 02351 | Appointment of Max J. Green as member, Seattle Bicycle Advisory Board, for a term to August 31, 2024. | Transportation and Seattle Public Utilities |
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By: Pedersen

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| 26. Appt 02352 | Appointment of Quinn Thomas Kelly as member, Seattle Bicycle Advisory Board, for a term to August 31, 2024. | Transportation and Seattle Public Utilities |
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By: Pedersen

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| 27. Appt 02353 | Appointment of Donna McBain Evans as member, Seattle Bicycle Advisory Board, for a term to August 31, 2024. | Transportation and Seattle Public Utilities |
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By: Pedersen

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| 28. Appt 02354 | Appointment of Christine C. Stawitz as member, Seattle Bicycle Advisory Board, for a term to August 31, 2024. | Transportation and Seattle Public Utilities |
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By: Pedersen

29. [Appt 02355](#) Appointment of Nigel Barron as member, Seattle Freight Advisory Board, for a term to May 31, 2024. Transportation and Seattle Public Utilities

By: Pedersen

30. [Appt 02356](#) Appointment of Kristal Fiser as member, Seattle Freight Advisory Board, for a term to May 31, 2024. Transportation and Seattle Public Utilities

By: Pedersen

31. [Appt 02357](#) Appointment of Daniel J. Kelly as member, Seattle Freight Advisory Board, for a term to May 31, 2023. Transportation and Seattle Public Utilities

By: Pedersen

32. [Appt 02358](#) Appointment of Rachael Ludwick as member, Seattle Freight Advisory Board, for a term to May 31, 2023. Transportation and Seattle Public Utilities

By: Pedersen

33. [Appt 02359](#) Appointment of Dan McKisson as member, Seattle Freight Advisory Board, for a term to May 31, 2024. Transportation and Seattle Public Utilities

By: Pedersen

34. [Appt 02360](#) Appointment of Stanley W. Ryter as member, Seattle Freight Advisory Board, for a term to May 31, 2024. Transportation and Seattle Public Utilities

By: Pedersen

35. [Appt 02361](#) Appointment of Ronald P. Viola as member, Seattle Freight Advisory Board, for a term to May 31, 2024. Transportation and Seattle Public Utilities

By: Pedersen

36. [Appt 02362](#) Appointment of Eric Wright as member, Seattle Freight Advisory Board, for a term to May 31, 2023. Transportation and Seattle Public Utilities

By: Pedersen

37. [Appt 02363](#) Appointment of Howard Victor Agnew as member, Seattle Freight Advisory Board, for a term to May 31, 2024. Transportation and Seattle Public Utilities

By: Pedersen

38. [Appt 02364](#) Appointment of Ashwin Bhumbra as member, Seattle
Transit Advisory Board, for a term to August 2, 2024. Transportation and
Seattle Public
Utilities

By: Pedersen

39. [Appt 02365](#) Appointment of Joshua Cooper Hirschland as member,
Seattle Transit Advisory Board, for a term to August 2,
2024. Transportation and
Seattle Public
Utilities

By: Pedersen

40. [Appt 02366](#) Appointment of Christiano Martinez as member, Seattle
Transit Advisory Board, for a term to August 2, 2024. Transportation and
Seattle Public
Utilities

By: Pedersen

41. [Appt 02367](#) Appointment of Ashwin Christopher Miller as member,
Seattle Transit Advisory Board, for a term to August 2,
2024. Transportation and
Seattle Public
Utilities

By: Pedersen

42. [Appt 02368](#) Reappointment of Sandro R. Pani as member, Seattle
Transit Advisory Board, for a term to August 2, 2024. Transportation and
Seattle Public
Utilities



Legislation Text

File #: Min 396, **Version:** 1

August 16, 2022

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104



Journal of the Proceedings of the Seattle City Council

Tuesday, August 16, 2022

2:00 PM

Council Chamber, City Hall

600 4th Avenue

Seattle, WA 98104

City Council

Debora Juarez, Council President

Lisa Herbold, Member

Andrew J. Lewis, Member

Tammy J. Morales, Member

Teresa Mosqueda, Member

Sara Nelson, Member

Alex Pedersen, Member

Kshama Sawant, Member

Dan Strauss, Member

Chair Info: 206-684-8805; Debora.Juarez@seattle.gov

A. CALL TO ORDER

The City Council of The City of Seattle met in the Council Chamber in Seattle, Washington, on August 16, 2022, pursuant to the provisions of the City Charter. The meeting was called to order at 2:01 p.m., with Council President Juarez presiding.

B. ROLL CALL

Present: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

By unanimous consent, Councilmember Strauss' excused absence from the August 16, 2022 City Council meeting was rescinded.

C. PRESENTATIONS

Councilmember Morales presented a Proclamation proclaiming August 21, 2022 as Pacific Northwest Black Pride Day. By unanimous consent, the Council Rules were suspended to allow Councilmember Morales to present the Proclamation and to allow Steven Sawyer, POCAAN Executive Director and Co-Founder of Pacific Northwest Black Pride, to address the Council.

D. PUBLIC COMMENT

The following individuals addressed the City Council:

- Howard Gale
- Matt Offenbacher
- BJ Last
- Bryan Clark
- Julia Buck
- Drew Batchelor
- Sandy Labowitz
- Dani Hoffman
- Marla Katz
- Gayle Janzen
- Irene Wall
- Tiffani McCoy
- Camille Gix
- Alex Spivey
- TK T
- Hannah Thompson-Garner
- Amy Webster
- Jeanne Barrett
- Chris Rogers
- Peter Condit
- Selene Russo
- Rev. Carey Anderson
- Alyne Fortgang
- Peter Manning
- Mike Asai
- Alex Tsimerman
- Bronne Corbray
- Robert Radford
- Marguerite Richard
- Aidan Carroll

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR:

[IRC 362](#) **August 16, 2022**

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

In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

Opposed: None

F. APPROVAL OF THE AGENDA

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

G. APPROVAL OF CONSENT CALENDAR

Motion was made, duly seconded and carried, to adopt the Consent Calendar.

Journal:

[Min 395](#) **August 9, 2022**

The item was adopted on the Consent Calendar by the following vote, and the President signed the Minutes:

In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

Opposed: None

Bills:

[CB 120402](#) **AN ORDINANCE appropriating money to pay certain claims for the week of August 1, 2022 through August 5, 2022 and ordering the payment thereof; and ratifying and confirming certain prior acts.**

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

In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

Opposed: None

Appointments:**PUBLIC SAFETY AND HUMAN SERVICES COMMITTEE:**

1. [Appt 02321](#) **Reappointment of Carlene M. Comrie as member, Seattle Fire Code Advisory Board, for a term to May 14, 2023.**

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

**In Favor: 4 - Herbold, Lewis, Nelson, Pedersen
Opposed: None**

The item was confirmed on the Consent Calendar by the following vote:

**In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda,
Nelson, Pedersen, Sawant, Strauss**

Opposed: None

2. [Appt 02322](#) **Reappointment of Kevin Marr as member, Seattle Fire Code Advisory Board, for a term to August 14, 2023.**

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

**In Favor: 4 - Herbold, Lewis, Nelson, Pedersen
Opposed: None**

The item was confirmed on the Consent Calendar by the following vote:

**In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda,
Nelson, Pedersen, Sawant, Strauss**

Opposed: None

3. [Appt 02323](#) **Reappointment of Chris Todd as member, Seattle Fire Code Advisory Board, for a term to August 14, 2023.**

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

**In Favor: 4 - Herbold, Lewis, Nelson, Pedersen
Opposed: None**

The item was confirmed on the Consent Calendar by the following vote:

**In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda,
Nelson, Pedersen, Sawant, Strauss**

Opposed: None

4. [Appt 02324](#) **Reappointment of Tara L. Henriksen as member, Seattle Fire Code Advisory Board, August 31, 2024.**
- The Committee recommends that City Council confirm the Appointment (Appt).**
- In Favor: 4 - Herbold, Lewis, Nelson, Pedersen**
- Opposed: None**
- The item was confirmed on the Consent Calendar by the following vote:**
- In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss
- Opposed: None**
5. [Appt 02325](#) **Reappointment of Amy Liu as member, Seattle Fire Code Advisory Board, for a term to September 23, 2024.**
- The Committee recommends that City Council confirm the Appointment (Appt).**
- In Favor: 4 - Herbold, Lewis, Nelson, Pedersen**
- Opposed: None**
- The item was confirmed on the Consent Calendar by the following vote:**
- In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss
- Opposed: None**
6. [Appt 02326](#) **Reappointment of Rae Anne Rushing as member, Seattle Fire Code Advisory Board, for a term to March 31, 2024.**
- The Committee recommends that City Council confirm the Appointment (Appt).**
- In Favor: 4 - Herbold, Lewis, Nelson, Pedersen**
- Opposed: None**
- The item was confirmed on the Consent Calendar by the following vote:**
- In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss
- Opposed: None**

7. [Appt 02327](#) Reappointment of Fritz Chess as member, Seattle Fire Code Advisory Board, for a term to May 31, 2025.

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

In Favor: 4 - Herbold, Lewis, Nelson, Pedersen
Opposed: None

The item was confirmed on the Consent Calendar by the following vote:

In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

Opposed: None

8. [Appt 02328](#) Reappointment of Kurt Howell Lustig as member, Seattle Fire Code Advisory Board, for a term to May 31, 2025.

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

In Favor: 4 - Herbold, Lewis, Nelson, Pedersen
Opposed: None

The item was confirmed on the Consent Calendar by the following vote:

In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

Opposed: None

9. [Appt 02329](#) Reappointment of Hugo Sotelo as member, Seattle Fire Code Advisory Board, for a term to May 31, 2025.

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

In Favor: 4 - Herbold, Lewis, Nelson, Pedersen
Opposed: None

The item was confirmed on the Consent Calendar by the following vote:

In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

Opposed: None

- 10. [Appt 02330](#) **Appointment of Ricky Campbell as member, Seattle Fire Code Advisory Board, for a term to 3 years from Council confirmation.**

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

**In Favor: 4 - Herbold, Lewis, Nelson, Pedersen
Opposed: None**

The item was confirmed on the Consent Calendar by the following vote:

In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

Opposed: None

- 11. [Appt 02331](#) **Appointment of Shawn Wood as member, Seattle Fire Code Advisory Board, for a term to 3 years from Council confirmation.**

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

**In Favor: 4 - Herbold, Lewis, Nelson, Pedersen
Opposed: None**

The item was confirmed on the Consent Calendar by the following vote:

In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

Opposed: None

H. COMMITTEE REPORTS

CITY COUNCIL:

- 1. [Res 32065](#) **A RESOLUTION condemning harassment, threats, and political violence against elected officials, election workers, those seeking elected office, and other public servants.**

ACTION 1:

Motion was made and duly seconded to adopt Resolution 32065.

ACTION 2:

Motion was made by Councilmember Mosqueda, duly seconded and carried, to amend Resolution 32065, by substituting version 3 for version 2.

ACTION 3:

Motion was made and duly seconded to adopt Resolution 32065 as amended.

The Motion carried, the Resolution (Res) was adopted as amended by the following vote, and the President signed the Resolution (Res):

In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

Opposed: None

- 2. [CB 120356](#) **AN ORDINANCE relating to floodplains; third extension of interim regulations established by Ordinance 126113, and amended by Ordinance 126536, for an additional six months, to allow individuals to rely on updated National Flood Insurance Rate Maps to obtain flood insurance through the Federal Emergency Management Agency’s Flood Insurance Program.**

Motion was made and duly seconded to pass Council Bill 120356.

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

In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

Opposed: None

ECONOMIC DEVELOPMENT, TECHNOLOGY, AND CITY LIGHT COMMITTEE:

3. [Res 32061](#) **A RESOLUTION relating to the City Light Department; acknowledging and approving the 2022 Integrated Resource Plan as conforming with the public policy objectives of The City of Seattle and the requirements of the State of Washington; and approving the Integrated Resource Plan for the biennium September 2022 through August 2024.**

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

In Favor: 3 - Nelson, Juarez, Herbold

Opposed: None

Abstain: 1 - Sawant

The Resolution (Res) was adopted by the following vote, and the President signed the Resolution (Res):

In Favor: 8 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Strauss

Opposed: 1 - Sawant

FINANCE AND HOUSING COMMITTEE:

4. [CB 120396](#) **AN ORDINANCE relating to the financing of the Aquarium Expansion project; creating a fund for depositing proceeds of tax-exempt limited tax general obligation bonds in 2023; authorizing the loan of funds in the amount of \$20,000,000 from the REET I Capital Projects Fund to the 2023 Multipurpose LTGO Bond Fund for continuing the work on the “Ocean Pavilion” Aquarium expansion; amending Ordinance 126490, which adopted the 2022 Budget, including the 2022-2027 Capital Improvement Program (CIP); changing appropriations to Seattle Parks and Recreation; and revising project allocations and spending plans for certain projects in the 2022-2027 CIP; all by a 3/4 vote of the City Council.**

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

In Favor: 4 - Mosqueda, Herbold, Nelson, Lewis

Opposed: 1 - Pedersen

ACTION 1:

Motion was made by Councilmember Herbold, duly seconded and carried, to amend Council Bill 120396, by adding a new Section 5, and renumbering the remaining section number accordingly, as shown in the underlined and strike through language below:

Section 5. The provisions of Sections 1, 2, 3 and 4 of this ordinance are contingent upon the execution of the amendments to the Ocean Pavilion Funding Agreement and the Seattle Aquarium Operations and Management Agreement authorized in Section 1 of the ordinance introduced as Council Bill 120397.

Section ~~((5))~~6. 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.

ACTION 2:

Motion was made and duly seconded to pass Council Bill 120396 as amended.

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

In Favor: 7 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Strauss

Opposed: 2 - Pedersen, Sawant

5. [CB 120397](#) **AN ORDINANCE relating to the financing of the Aquarium Expansion project; authorizing amendments to existing agreements with the Seattle Aquarium Society relating to such financing; and providing for other related matters.**

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

In Favor: 4 - Mosqueda, Herbold, Nelson, Lewis

Opposed: 1 - Pedersen

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

In Favor: 7 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Strauss

Opposed: 2 - Pedersen, Sawant

PUBLIC SAFETY AND HUMAN SERVICES COMMITTEE:

6. [CB 120389](#) **AN ORDINANCE related to recruitment and retention of police officers in the Seattle Police Department; modifying a proviso in the 2022 Budget by amending Ordinance 126589; creating positions in the Seattle Department of Human Resources to assist with recruitment to the Seattle Police Department; modifying appropriations in the 2022 Budget by amending Ordinance 126490; authorizing a hiring incentives program in the Seattle Police Department; and ratifying and confirming certain prior acts.**

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

In Favor: 4 - Herbold, Lewis, Nelson, Pedersen

Opposed: 1 - Mosqueda

ACTION 1:

Motion was made by Councilmember Herbold, duly seconded and carried, to amend Council Bill 120389, Section 6 and 6.E, as shown in the underlined and strike through language below:

Section 6. ~~Beginning on July 13, 2022~~ From July 13, 2022 to December 31, 2024, the Seattle Police Department may offer police officer candidates a hiring incentive to be paid after beginning employment with The City of Seattle.

E. Beginning October 1, 2022, and occurring every three months thereafter for the duration of this program, the Seattle Police Department will provide a quarterly report to the Mayor and City Council on the use of hiring incentives. The report shall include the number and amount of new and lateral incentives paid as well as the number and amount of new and lateral incentives pending completion of the requirements of subsection 6.B of this ordinance. The Seattle Police Department and the City Budget Office Innovation and Performance Team shall also conduct an evaluation of the city's use of hiring incentives authorized in subsection 6.A of this ordinance that shall include, but not be limited to, the following information:

1. How the incentive compares with similar incentives offered by other local and state law enforcement agencies;
2. Responses to survey questions that specifically identify:
 - a. Whether the hiring incentive contributed to a new recruit's decision to work in policing versus another profession;
 - b. Whether the incentive resulted in a new recruit's or lateral officer's decision to work for the Seattle Police Department versus another local or

state law enforcement agency;

c. How the recruit or lateral officer learned about the hiring incentive; and

d. Whether the incentive was effective than other recruitment tactics, such as being contacted by a member of the Seattle Police Department or meeting Department representatives at a career fair or other event;

3. A demographic and race and social justice analysis of the information collected pursuant to subsection E; and

4. An analysis of costs and benefits of the City's use of hiring incentives and a recommendation about whether the City should continue the use of incentives as an ongoing recruitment strategy.

The Seattle Police Department shall begin collecting data required for the evaluation at the same time that it begins providing the hiring incentives authorized in subsection 6.A of this ordinance and will endeavor to analyze and disclose one full year of data in the evaluation. The evaluation shall be transmitted to the City Clerk; the Chair of the Public Safety and Human Services Committee or successor committee, and the Central Staff Director no later than 15 months after the Department begins to offer the hiring incentives.

ACTION 2:

Motion was made by Councilmember Herbold and duly seconded to amend Council Bill 120389, Section 6, as shown in the underlined and strike through language below:

Section 6. Beginning on July 13, 2022, the Seattle Police Department may offer certain police officer candidates, including new recruits and new lateral officers, a hiring incentive to be paid after beginning employment with The City of Seattle. Public Safety Civil Service Commission (PSCSC) Rule 10.03 describes the process by which former officers may request and receive reinstatement to a sworn SPD position with the approval of the Chief of Police and the Executive Director of the PSCSC, and officers so appointed are neither new recruits nor new lateral officers. The Council recognizes that former officers who are re-hired by SPD require minimal training and can immediately bolster the department's 9-1-1 response ability or provision of investigative services. The Council also recognizes that the Seattle Police Officers Guild collective bargaining agreement provides that former officers who leave SPD and are re-hired in the same classification within the next two years return to their previous salary step and benefit accrual rates and that this return constitutes an economic benefit. For these reasons, eligibility for the hiring incentive shall be extended to former officers who are reinstated to SPD after two years or

more or who do not otherwise receive the economic benefit of a return to their previous salary step and benefit accrual rates.

A. Incentives provided to lateral police officer hires and to officers who are reinstated to SPD after two years or more shall be paid one incentive per employee, and be based on market demand, which shall not exceed \$30,000 per hire. Incentives paid to new recruit hires shall be one-time per employee and be based on market demand not to exceed \$7,500 per hire. If an employee who has received this incentive leaves the department, that person may not receive an incentive to return.

B. Half of the hiring incentive will be paid in the first paycheck and the second half upon completion of any probationary period established by the Public Safety Civil Service Rules.

C. Hiring incentives paid to new recruits, ~~and lateral transfers,~~ and reinstated officers who leave Seattle Police Department employment before five years of completed service must be paid back to the City.

D. Current City employees, with the exception of recruiters in the Seattle Department of Human Resources, recruiters in the Seattle Police Department, and employees of the Public Safety Civil Service Commission, who make a referral of a lateral hire or new recruit hire are eligible to receive a referral incentive of up to \$1,000, payable when the applicant graduates from the state police academy and begins police officer field training with SPD.

E. Beginning October 1, 2022, and occurring every three months thereafter for the duration of this program, the Seattle Police Department will provide a quarterly report to the Mayor and City Council on the use of hiring incentives. The report shall include the number and amount of new, ~~and lateral,~~ and reinstated incentives paid as well as the number and amount of new and lateral incentives pending completion of the requirements of subsection 6.B of this ordinance.

The Motion carried by the following vote:

In Favor: 8 - Herbold, Juarez, Lewis, Morales, Mosqueda, Nelson,
Pedersen, Strauss

Opposed: 1- Sawant

ACTION 3:

Motion was made by Councilmember Herbold and duly seconded to amend Council Bill 120389, by adding a new Section 7, renumbering the remaining section number accordingly, and amending Section 1, following the second sentence, as shown in the underlined and strike through language below:

New Section 7:

Section 7. The City acknowledges that some aspects of this ordinance may be subject to bargaining with our union partners and the City intends to do so in good faith.

Section 1 Amendment:

Section 1.

For the purpose of this ordinance, costs related to retention of officers in SPD mean expenditures that do not need to be bargained and that are associated with the Leave No Candidate behind program, the creation and support of Bureau Advisory Councils, the creation and support of the Develop Our People Leadership Academy, and the implementation of ~~voluntary~~ Wellness First (4/10) schedules. The implementation of Wellness First schedules for SPD's Community Response Group (CRG) does not need to be bargained because it of an existing agreement between the unions and the city for limited implementation of the (4/10) schedules in the CRG and because the CRG is a voluntary program, with participation at individual officers' discretion. Further implementation of the Wellness First schedules in the department may require bargaining.

The Motion carried by the following vote:

In Favor: 6 - Herbold, Juarez, Lewis, Nelson, Pedersen, Strauss

Opposed: 3 - Morales, Mosqueda, Sawant

ACTION 4:

Motion was made and duly seconded to pass Council Bill 120389 as amended.

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

In Favor: 6 - Juarez, Herbold, Lewis, Nelson, Pedersen, Strauss

Opposed: 3 - Morales, Mosqueda, Sawant

I. ITEMS REMOVED FROM CONSENT CALENDAR

There were none.

J. ADOPTION OF OTHER RESOLUTIONS

There were none.

K. OTHER BUSINESS

There was none.

L. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 4:28 p.m.

Emilia M. Sanchez, Deputy City Clerk

Signed by me in Open Session, upon approval of the Council, on September 6, 2022.

Debora Juarez, Council President of the City Council

Elizabeth M. Adkisson, Interim City Clerk



Legislation Text

File #: CF 314468, **Version:** 1

Full unit lot subdivision of Greenwood Investors, LLC, to subdivide one development site into 33 unit lots at 13333 Greenwood Ave. N. (Project No. 3036792-LU; Type III).

The Application Material is provided as an attachment.

357 DEGREES

SUBDIVISION NO. 3036792-LU

GRANTOR: GREENWOOD INVESTORS, LLC.
1520 4TH AVE., 6TH FLOOR
SEATTLE, WA 98101

CONTACT PERSON:
IZABELLA HENRY
206.297.0996
IZABELLAH@CHADWICKWINTERS.COM

GRANTEE: CITY OF SEATTLE
KING CO., WA.

ABBREVIATED LEGAL: PARCEL A, CITY OF SEATTLE
SHORT SUB. NO. 3034269, VOL.
XXX OF SURVEYS, PG. XXX

PROPERTY ADDRESS: 13333 GREENWOOD AVE. N.

ASSESSOR'S PARCEL #: 2426039037

ZONING CLASSIFICATION: ALL PARCELS BEING SUBDIVIDED AS
SHOWN HEREON ARE ZONED LR3

REFERENCE NO.'S FOR RELATED PROJECTS: 3034268-LU
3034269-LU
6722050-CN

UNIT LOT SUBDIVISION NOTE

THIS SUBDIVISION HAS UNIT LOT BOUNDARIES THAT ARE BASED ON THE LOCATION OF THE RESIDENTIAL DEVELOPMENT AS PROPOSED ON THE PERMIT APPLICATION NUMBERS REFERENCED ON THIS SHEET, FILED AT THE CITY OF SEATTLE DEPARTMENT OF CONSTRUCTION AND INSPECTIONS. THIS DEVELOPMENT MAY INCLUDE STRUCTURES THAT CROSS UNIT LOT LINES AND MAY HAVE OTHER DEVELOPMENT ASPECTS OF COMMON INTEREST TO UNIT OWNERS.

SEATTLE DEPARTMENT OF CONSTRUCTION AND INSPECTIONS PERMIT APPLICATION NOS. 6722050-CN

SEATTLE DEPARTMENT OF CONSTRUCTION AND INSPECTIONS MASTER USE PERMIT NO. 3034268-LU

KING COUNTY DEPARTMENT OF RECORDS AND ELECTIONS

FILED FOR RECORD AT THE REQUEST OF THE DIRECTOR OF TRANSPORTATION THIS _____ DAY OF _____, 2021, AT _____ MINUTES PAST _____, AND RECORDED IN VOLUME _____ OF PLATS, PAGE _____, RECORDS OF KING COUNTY, WASHINGTON.

 MANAGER

 SUPERINTENDENT OF RECORDS

SURVEYOR'S CERTIFICATION

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF GREENWOOD INVESTORS, LLC. ON JANUARY 5, 2021.

I HEREBY CERTIFY THAT THIS MAP FOR 357 DEGREES IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS, (1) TO THE EXTENT DETERMINED BY THE WALLS, FLOORS, OR CEILINGS THEREOF, OR OTHER PHYSICAL MONUMENTS, ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID MAP, OR (2) TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.

 DATE: _____
 BRANDON E. WINTERS, PLS
 LICENSE NO. 45803
 CHADWICK & WINTERS LAND SURVEY, INC.
 1422 N.W. 85TH ST., SEATTLE, WA 98117

DEPARTMENT OF RECORDS AND ELECTIONS

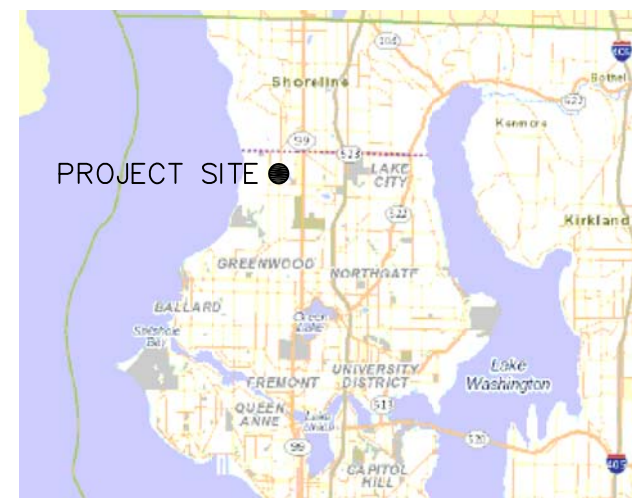
FILED FOR RECORD AT THE REQUEST OF THE DIRECTOR OF TRANSPORTATION THIS _____ DAY OF _____, 2021, AT _____ MINUTES PAST _____, AND RECORDED IN VOLUME _____ OF PLATS, PAGE _____, RECORDS OF KING COUNTY, WASHINGTON.

 MANAGER

 SUPERINTENDENT OF RECORDS

SHEET INDEX

- SHEET 1: APPROVALS / CERTIFICATES
- SHEET 2: SIGNATURES / LEGAL DESCRIPTION
- SHEET 3: BLOCK & BOUNDARY DETAIL
- SHEET 4: EXISTING SITE CONDITIONS
- SHEET 5: TREE IDENTIFICATION TABLE
- SHEET 6: PROPOSED PLAT DETAIL
- SHEET 7: EXISTING EASEMENT DETAIL
- SHEET 8: EASEMENT DETAILS
- SHEET 9: UTILITY & EMERGENCY ACCESS DETAIL
- SHEET 10: BUILDING DIMENSION DETAIL
- SHEET 11: AMENITY AREA DETAIL
- SHEET 12: EASEMENT LEGAL DESCRIPTIONS
- SHEET 13: EASEMENT AGREEMENTS
- SHEET 14: SEATTLE CITY LIGHT EASEMENT



VICINITY MAP
(NOT TO SCALE)

APPROVALS:

CITY OF SEATTLE, DEPARTMENT OF TRANSPORTATION
 EXAMINED AND APPROVED BY ME THIS _____ DAY OF _____ 2021

 DIRECTOR OF TRANSPORTATION

SEATTLE DEPARTMENT OF CONSTRUCTION AND INSPECTIONS
 EXAMINED AND APPROVED BY ME THIS _____ DAY OF _____ 2021

 DIRECTOR

SEATTLE PUBLIC UTILITIES
 EXAMINED AND APPROVED BY ME THIS _____ DAY OF _____ 2021

 DIRECTOR OF SEATTLE PUBLIC UTILITIES

CITY OF SEATTLE, CITY LIGHT DEPARTMENT
 EXAMINED AND APPROVED BY ME THIS _____ DAY OF _____ 2021

 GENERAL MANAGER AND CHIEF EXECUTIVE OFFICER

CITY OF SEATTLE, CITY CLERK
 I HEREBY CERTIFY THAT THE PLAT OF 9202 MARY AVE NW ROWHOMES WAS DULY APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEATTLE BY ORDINANCE NO. _____, APPROVED THE _____ DAY OF _____, 2021

 CITY CLERK

CITY OF SEATTLE, DEPARTMENT OF FINANCE AND ADMINISTRATIVE SERVICES
 I HEREBY CERTIFY THAT THERE ARE NO DELINQUENT ASSESSMENTS, AND ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED DEDICATED AS STREETS OR ALLEY, OR FOR OTHER PUBLIC USE, ARE PAID IN FULL.
 ON THIS _____ DAY OF _____ 2021

 DIRECTOR, EPARTMENT OF FINANCE AND ADMINISTRATIVE SERVICES

KING COUNTY, DEPARTMENT OF ASSESSMENTS
 EXAMINED AND APPROVED BY ME ON THIS _____ DAY OF _____ 2021

 KING COUNTY ASSESSOR

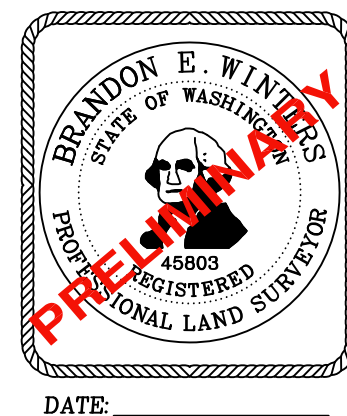
 DEPUTY, KING COUNTY ASSESSOR

KING COUNTY, COMPTROLLER
 I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION, AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED DEDICATED STREETS, ALLEYS, OR FOR OTHER PUBLIC USE, ARE PAID IN FULL.
 ON THIS _____ DAY OF _____ 2021

 OFFICE OF THE COMPTROLLER, TREASURY DIVISION

 MANAGER, FINANCE DIVISION

 DEPUTY



DATE: _____

CHADWICK WINTERS
 LAND SURVEYING AND MAPPING
 1422 N.W. 85TH ST., SEATTLE, WA 98117
 PHONE: 206.297.0996
 FAX: 206.297.0997
 WEB: WWW.CHADWICKWINTERS.COM

SURVEY IN:
NE 1/4, SE 1/4, SEC. 24, T. 26 N., R. 3 E., W.M.
KING COUNTY, WASHINGTON

<small>DRAWN BY:</small> SAL	<small>DATE:</small> 01-05-21	<small>PROJECT #:</small> 19-6507
<small>CHK. BY:</small> RHW	<small>SCALE:</small> N/A	<small>SHEET:</small> 1 OF 14

19-6507AX.DWG

357 DEGREES

SUBDIVISION NO. 3036792-LU

NOTES:

1. THIS SURVEY WAS PERFORMED BY FIELD TRAVERSE USING A 10 SECOND "TOTAL STATION" THEODOLITE SUPPLEMENTED WITH A 100 FT. STEEL TAPE. THIS SURVEY MEETS OR EXCEEDS THE STANDARDS FOR LAND BOUNDARY SURVEYS AS SET FORTH IN WAC CHAPTER 332-130-090.
2. BASIS OF BEARINGS = N 01°02'52" E BETWEEN THE TWO FOUND MONUMENTS IN THE CENTERLINE OF GREENWOOD AVE. N. AS SHOWN HEREON.
3. ALL ELEVATIONS DISPLAYED HEREON ARE BASED UPON NAVD'88 VERTICAL DATUM.
4. PER SMC 23.22.062 THE UNIT LOTS SHOWN ON THIS SITE ARE NOT SEPARATE BUILDABLE LOTS. ADDITIONAL DEVELOPMENT ON ANY INDIVIDUAL UNIT LOT IN THIS SUBDIVISION MAY BE LIMITED AS A RESULT OF THE APPLICATION OF DEVELOPMENT STANDARDS TO THE PARENT LOT PURSUANT TO APPLICABLE PROVISIONS OF THE SEATTLE LAND USE CODE.
5. ALL EXISTING STRUCTURES AS SHOWN ON SHEET 4 ARE TO BE LEGALLY REMOVED.
6. SEPA FOR THIS SITE WAS ACCOMPLISHED UNDER MUP NO. 3034268-LU.
7. SUBSEQUENT PLATTING ACTIONS, ADDITIONS OR MODIFICATIONS TO THE STRUCTURE(S) MAY NOT CREATE OR INCREASE ANY NONCONFORMITY OF THE PARENT LOT.
8. HORIZONTAL DATUM = NAD 83/91 AS PER DIRECT OBSERVATIONS USING GPS EQUIPMENT ON SEPTEMBER 22, 2019.
9. THE SUBDIVISION OF THE PROPERTY WILL NOT REDUCE THE REQUIREMENTS OF THE CITY OF SEATTLE STORMWATER CODE AND THE CITY OF SEATTLE SIDE SEWER CODE. FOR THE PURPOSES OF ENSURING COMPLIANCE WITH THE INTENT OF THE CITY OF SEATTLE STORMWATER CODE AND THE CITY OF SEATTLE SIDE SEWER CODE, THE PROPOSED PARCELS WITHIN THIS SUBDIVISION WILL MEET THE STANDARDS REQUIRED BY THE HIGHER AREA THRESHOLD OF THE ENTIRE PROPERTY BEING SUBDIVIDED, RATHER THAN THE STANDARDS REQUIRED FOR EACH OF THE PROPOSED PARCELS INDIVIDUALLY.

CONSENT TO SUBDIVISION:

_____ HAS A SECURITY INTEREST IN THE PROPERTY COMMONLY KNOWN AS 13333 GREENWOOD AVE. N., SEATTLE, WASHINGTON (ALSO KNOWN AS TAX PARCEL NO. 2426039037) AS EVIDENCED BY DEED OF TRUST DATED _____ AND RECORDED ON _____ AS DOCUMENT NUMBER/AUDITOR FILE NUMBER _____. _____ BANK HAS CONSENTED TO THE SUBDIVISION OF THE PROPERTY AS REFLECTED ON THIS FINAL PLAT SUBDIVISION NO. 3036792-LU. _____ BANK DOES NOT CONTEST THE DEDICATION OF ANY PUBLIC RIGHT OF WAY, UTILITY EASEMENTS OR OTHER EASEMENTS DESCRIBED ON THIS FINAL PLAT OF SUBDIVISION NO. 3034269-LU (OR IN THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED ON _____ AS DOCUMENT NUMBER/AUDITOR FILE NUMBER _____).

_____ BANK
 NAME: _____
 BY _____ ITS _____

STATE OF WASHINGTON)
) SS
 COUNTY OF KING)

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 2021 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED _____, AND KNOW ME AS THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THE ENTITY UPON BEHALF OF WHICH THE PERSON ACCEDED AND EXECUTED THE INSTRUMENT.

 NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
 RESIDING AT _____

PARENT LOT (50,723 SQ. FT.)

PARCEL A, CITY OF SEATTLE SHORT SUBDIVISION NO. 3034269, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME ___ OF SURVEYS, PAGE ____, RECORDS OF KING COUNTY, WA.

(KING COUNTY RECORDING NO. _____)

DEDICATION & DECLARATION:

THE UNDERSIGNED OWNER OF THE INTEREST DESCRIBED HEREIN HEREBY DECLARES THIS MAP AND DEDICATES THE SAME FOR A COMMON INTEREST COMMUNITY NAMED 357 DEGREES, A PLAT COMMUNITY, AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT, SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND THE DECLARATION FOR 357 DEGREES RECORDED UNDER KING COUNTY WASHINGTON RECORDING NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT GREENWOOD INVESTORS, LLC., A LIMITED LIABILITY COMPANY, ORGANIZED UNDER THE LAWS OF THE STATE OF WASHINGTON, THE OWNER IN FEE SIMPLE OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS PLAT.

THE SEATTLE CITY LIGHT EASEMENT IS HEREBY DEDICATED AND GRANTED TO THE CITY OF SEATTLE UNDER, OVER AND UPON THOSE PORTIONS OF THE PLAT AND FOR THE PURPOSES DESCRIBED IN THE EASEMENT PROVISIONS ON SHEET 14 OF 14.

THIS SUBDIVISION OF LAND IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE OWNER(S).

IN WITNESS WHEREOF THE SAID LIMITED LIABILITY COMPANY, BY ITS MANAGING MEMBER HAS CAUSED ITS LIMITED LIABILITY COMPANY NAME TO BE HEREUNTO SUBSCRIBED AND AFFIXED THIS _____ DAY OF _____, 2021

GREENWOOD INVESTORS, LLC.
 BY: _____
 MANAGING MEMBER

NOTARY:

STATE OF WASHINGTON)
) SS
 COUNTY OF KING)

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 2021 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED _____, TO ME KNOWN TO BE A MEMBER OF GREENWOOD INVESTORS, LLC. THAT EXECUTED THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
 RESIDING AT: _____
 MY COMMISSION EXPIRES: _____



DATE: _____

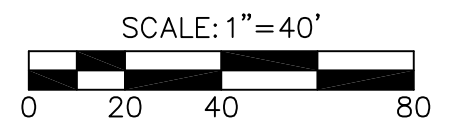
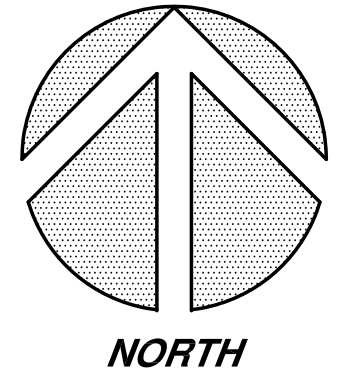
CHADWICK WINTERS
LAND SURVEYING AND MAPPING
 1422 N.W. 85TH ST., SEATTLE, WA 98117
 PHONE: 206.297.0996
 FAX: 206.297.0997
 WEB: WWW.CHADWICKWINTERS.COM

SURVEY IN:
NE 1/4, SE 1/4, SEC. 24, T. 26 N., R. 3 E., W.M.
KING COUNTY, WASHINGTON

19-6507AX.DWG		
DRAWN BY: SAL	DATE: 01-05-21	PROJECT #: 19-6507
CHK. BY: RHW	SCALE: N/A	SHEET: 2 OF 14

357 DEGREES

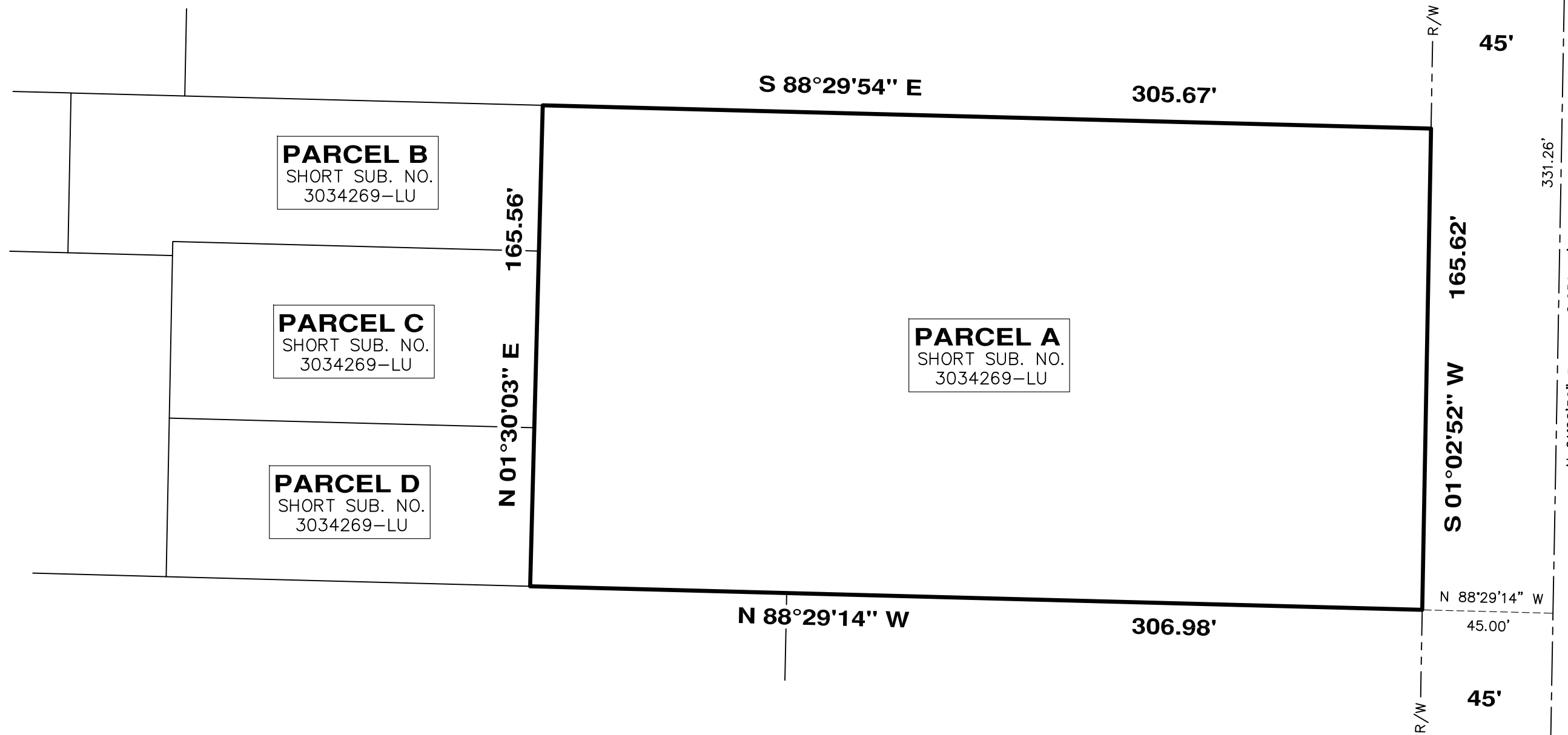
SUBDIVISION NO. 3036792-LU



S 88°30'33" E (NORTH LINE OF S.E. 1/4 OF SEC. 24, T. 26 N., R. 3 E., W.M.)

CENTERLINE MONUMENT
FOUND EXISTING MONUMENT
IN CASE ON SEP. 22, 2019

(MONUMENT ALSO BEING THE
EAST 1/4 CORNER OF SEC.
24, T. 26 N., R. 3 E., W.M.)
N=268,843.8770
E=1,265,801.4910



GREENWOOD AVE. N.

S 88°29'54" E 305.67'

PARCEL B
SHORT SUB. NO.
3034269-LU

PARCEL C
SHORT SUB. NO.
3034269-LU

PARCEL D
SHORT SUB. NO.
3034269-LU

PARCEL A
SHORT SUB. NO.
3034269-LU

N 01°30'03" E 165.56'

R/W 45'

S 01°02'52" W 165.62'

N 01°02'52" E 2,650.05'

N 88°29'14" W 45.00'

R/W 45'

N 88°29'14" W 306.98'

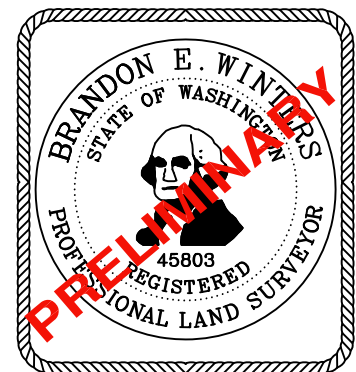
CENTERLINE MONUMENT
FOUND EXISTING MONUMENT
IN CASE ON SEP. 22, 2019

(MONUMENT ALSO BEING THE
S.E. CORNER OF SEC. 24, T.
26 N., R. 3 E., W.M.)
N=266,194.2701
E=1,265,753.0318

S 88°19'57" E (SOUTH LINE OF SEC. 24, T. 26 N., R. 3 E., W.M.)

N. 125TH ST.

BLOCK & BOUNDARY DETAIL



DATE: _____

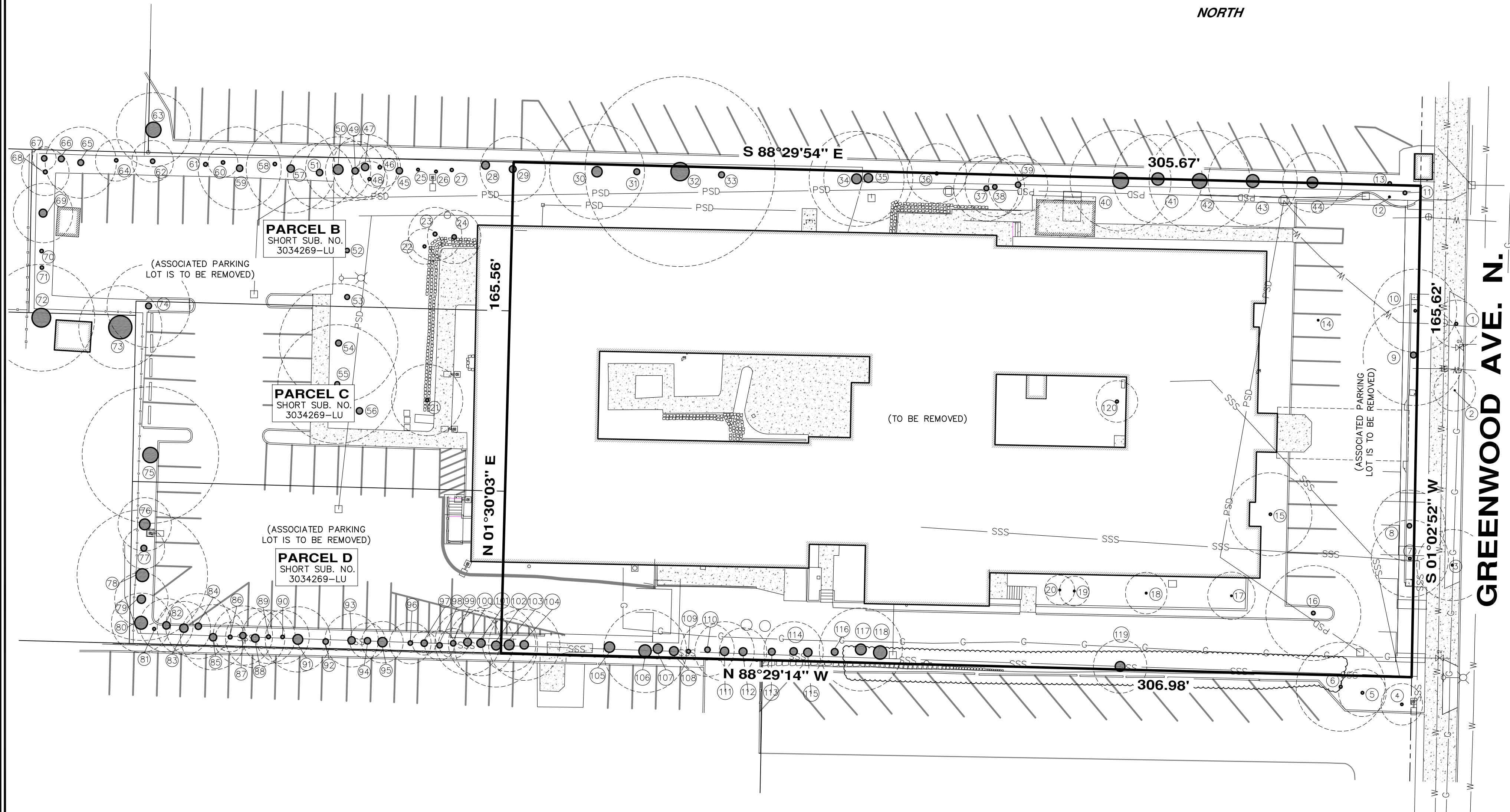
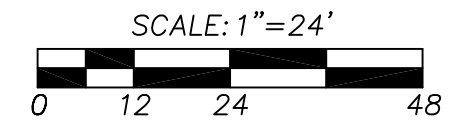
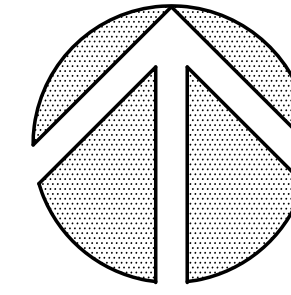
CHADWICK WINTERS
LAND SURVEYING AND MAPPING
1422 N.W. 85TH ST., SEATTLE, WA 98117
PHONE: 206.297.0996
FAX: 206.297.0997
WEB: WWW.CHADWICKWINTERS.COM

SURVEY IN:
NE 1/4, SE 1/4, SEC. 24, T. 26 N., R. 3 E., W.M.
KING COUNTY, WASHINGTON

19-6507AX.DWG		
DRAWN BY: SAL	DATE: 01-05-21	PROJECT #: 19-6507
CHK. BY: RHW	SCALE: 1" = 40'	SHEET: 3 OF 14

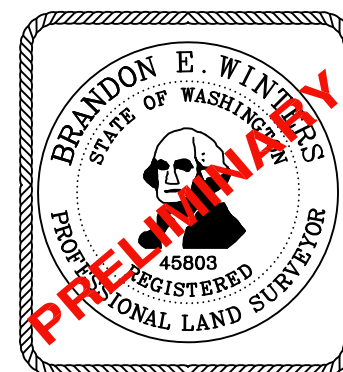
357 DEGREES

SUBDIVISION NO. 3036792-LU



EXISTING SITE CONDITIONS DETAIL

(SEE SHEET 5 FOR TREE TABLE)



DATE: _____

CHADWICK WINTERS

LAND SURVEYING AND MAPPING

1422 N.W. 85TH ST., SEATTLE, WA 98117

PHONE: 206.297.0996

FAX: 206.297.0997

WEB: WWW.CHADWICKWINTERS.COM

SURVEY IN:

**NE 1/4, SE 1/4, SEC. 24, T. 26 N., R. 3 E., W.M.
KING COUNTY, WASHINGTON**

19-6507AZ.DWG

DRAWN BY: SAL

DATE: 01-05-21

PROJECT #: 19-6507

CHK. BY: RHW

SCALE: 1" = 24'

SHEET: 4 OF 14

357 DEGREES

SUBDIVISION NO. 3036792-LU

TREE IDENTIFICATION TABLE

MARY ELLEN RUSSELL, PLA WA Landscape Architect #1149

I.D. #	DIAMETER	TREE NAME	BOTANICAL NAME
1	6"	NORWAY MAPLE	ACER PLATANOIDES
2	4"	NORWAY MAPLE	ACER PLATANOIDES
3	8"	NORWAY MAPLE	ACER PLATANOIDES
4	10"	SCOTS PINE	PINUS SYLVESTRIS
5	11"	SCOTS PINE	PINUS SYLVESTRIS
6	12"	DOUGLAS FIR	PSEUDOTSUGA MENZIESII
7	11"	LITTLELEAF LINDEN	TILIA CORDATA
8	9"	LITTLELEAF LINDEN	TILIA CORDATA
9	12"	LITTLELEAF LINDEN	TILIA CORDATA
10	10"	LITTLELEAF LINDEN	TILIA CORDATA
11	15"	ENGLISH HOLLY	ILEX AQUIFOLIUM
12	7"	ENGLISH HOLLY	ILEX AQUIFOLIUM
13	15"	ENGLISH LAUREL	PRUNUS LAUROCERASUS
14	6"	ORNAMENTAL CHERRY	PRUNUS SSP.
15	10"	ORNAMENTAL CHERRY	PRUNUS SSP.
16	15"	SCARLET OAK	QUERCUS COCCINEA
17	6"	ORNAMENTAL CHERRY	PRUNUS SSP.
18	7"	ORNAMENTAL CHERRY	PRUNUS SSP.
19	7"	ORNAMENTAL CHERRY	PRUNUS SSP.
20	7"	ORNAMENTAL CHERRY	PRUNUS SSP.
21	13"	COMMON HAWTHORN	CRATAEGUS LAEVIGATA
22	6"	ORNAMENTAL CHERRY	PRUNUS SSP.
23	8"	ORNAMENTAL CHERRY	PRUNUS SSP.
24	9"	ORNAMENTAL CHERRY	PRUNUS SSP.
25	11"	NORWAY MAPLE	ACER PLATANOIDES
26	11"	NORWAY MAPLE	ACER PLATANOIDES
27	13"	NORWAY MAPLE	ACER PLATANOIDES
28	16"	ORNAMENTAL CHERRY	PRUNUS SSP.
29	14"	COMMON HAWTHORN	CRATAEGUS LAEVIGATA
30	21"	WESTERN RED CEDAR	THUJA PLICATA
31	N/A	PORTUGUESE CHERRY LAUREL	PRUNUS LUSITANICA
32	37"	BLUE ATLAS CEDAR	CEDRUS ATLANTICA VAR. GLAUCA
33	N/A	PORTUGUESE CHERRY LAUREL	PRUNUS LUSITANICA
34	20"	COLORADO SPRUCE	PICEA PUNGENS
35	18"	COLORADO SPRUCE	PICEA PUNGENS
36	6"	FLOWERING PLUM	PRUNUS CERASIFERA
37	10"	FLOWERING CHERRY	PRUNUS SSP.
38	9"	BLACK LOCUST	ROBINIA PSEUDOACACIA
39	11"	EUROPEAN WHITE ASH	BETULA PENDULA
40	32"	WESTERN RED CEDAR	THUJA PLICATA

I.D. #	DIAMETER	TREE NAME	BOTANICAL NAME
41	25"	DOUGLAS FIR	PSEUDOTSUGA MENZIESII
42	30"	WESTERN RED CEDAR	THUJA PLICATA
43	26"	DOUGLAS FIR	PSEUDOTSUGA MENZIESII
44	22"	DOUGLAS FIR	PSEUDOTSUGA MENZIESII
45	13"	NORWAY SPRUCE	PICEA ABIES
46	7"	NORWAY SPRUCE	PICEA ABIES
47	15"	WESTERN RED CEDAR	THUJA PLICATA
48	6"	NORWAY SPRUCE	PICEA ABIES
49	13"	WESTERN RED CEDAR	THUJA PLICATA
50	20"	WESTERN RED CEDAR	THUJA PLICATA
51	13"	WESTERN RED CEDAR	THUJA PLICATA
52	9"	ORNAMENTAL CHERRY	PRUNUS SSP.
53	10"	ORNAMENTAL CHERRY	PRUNUS SSP.
54	12"	ORNAMENTAL CHERRY	PRUNUS SSP.
55	10"	ORNAMENTAL CHERRY	PRUNUS SSP.
56	13"	ORCHARD APPLA	MALUS SSP.
57	15"	NORWAY SPRUCE	PICEA ABIES
58	7"	NORWAY SPRUCE	PICEA ABIES
59	13"	NORWAY SPRUCE	PICEA ABIES
60	7"	NORWAY SPRUCE	PICEA ABIES
61	8"	NORWAY SPRUCE	PICEA ABIES
62	9"	NORWAY SPRUCE	PICEA ABIES
63	31"	DOUGLAS FIR	PSEUDOTSUGA MENZIESII
64	7"	NORWAY SPRUCE	PICEA ABIES
65	12"	NORWAY SPRUCE	PICEA ABIES
66	12"	NORWAY SPRUCE	PICEA ABIES
67	11"	NORWAY SPRUCE	PICEA ABIES
68	8"	NORWAY SPRUCE	PICEA ABIES
69	16"	NORWAY SPRUCE	PICEA ABIES
70	7"	NORWAY SPRUCE	PICEA ABIES
71	7"	NORWAY SPRUCE	PICEA ABIES
72	38"	WESTERN RED CEDAR	THUJA PLICATA
73	47"	COASTAL REDWOOD	SEQUOIA SEMPERVIRENS
74	12"	AUSTRIAN BLACK	PINE PINUS NIGRA
75	31"	AUSTRIAN BLACK	PINE PINUS NIGRA
76	22"	AUSTRIAN BLACK	PINE PINUS NIGRA
77	12"	AUSTRIAN BLACK	PINE PINUS NIGRA
78	26"	AUSTRIAN BLACK	PINE PINUS NIGRA
79	17"	AUSTRIAN BLACK	PINE PINUS NIGRA
80	26"	AUSTRIAN BLACK	PINE PINUS NIGRA

I.D. #	DIAMETER	TREE NAME	BOTANICAL NAME
81	6"	WESTERN RED CEDAR	THUJA PLICATA
82	15"	WESTERN RED CEDAR	THUJA PLICATA
83	17"	WESTERN RED CEDAR	THUJA PLICATA
84	13"	WESTERN RED CEDAR	THUJA PLICATA
85	15"	WESTERN RED CEDAR	THUJA PLICATA
86	8"	WESTERN RED CEDAR	THUJA PLICATA
87	13"	WESTERN RED CEDAR	THUJA PLICATA
88	16"	WESTERN RED CEDAR	THUJA PLICATA
89	8"	WESTERN RED CEDAR	THUJA PLICATA
90	7"	WESTERN RED CEDAR	THUJA PLICATA
91	20"	WESTERN RED CEDAR	THUJA PLICATA
92	11"	WESTERN RED CEDAR	THUJA PLICATA
93	15"	WESTERN RED CEDAR	THUJA PLICATA
94	13"	WESTERN RED CEDAR	THUJA PLICATA
95	19"	WESTERN RED CEDAR	THUJA PLICATA
96	9"	WESTERN RED CEDAR	THUJA PLICATA
97	13"	WESTERN RED CEDAR	THUJA PLICATA
98	11"	WESTERN RED CEDAR	THUJA PLICATA
99	11"	WESTERN RED CEDAR	THUJA PLICATA
100	16"	WESTERN RED CEDAR	THUJA PLICATA
101	17"	WESTERN RED CEDAR	THUJA PLICATA
102	18"	WESTERN RED CEDAR	THUJA PLICATA
103	20"	WESTERN RED CEDAR	THUJA PLICATA
104	17"	WESTERN RED CEDAR	THUJA PLICATA
105	21"	WESTERN RED CEDAR	THUJA PLICATA
106	25"	WESTERN RED CEDAR	THUJA PLICATA
107	19"	WESTERN RED CEDAR	THUJA PLICATA
108	18"	WESTERN RED CEDAR	THUJA PLICATA
109	8"	WESTERN RED CEDAR	THUJA PLICATA
110	11"	WESTERN RED CEDAR	THUJA PLICATA
111	17"	WESTERN RED CEDAR	THUJA PLICATA
112	16"	WESTERN RED CEDAR	THUJA PLICATA
113	14"	WESTERN RED CEDAR	THUJA PLICATA
114	15"	WESTERN RED CEDAR	THUJA PLICATA
115	17"	WESTERN RED CEDAR	THUJA PLICATA
116	14"	WESTERN RED CEDAR	THUJA PLICATA
117	22"	WESTERN RED CEDAR	THUJA PLICATA
118	27"	WESTERN RED CEDAR	THUJA PLICATA
119	20"	WESTERN RED CEDAR	THUJA PLICATA
120	6"	CHERRY	PRUNUS SP.

TREE IDENTIFICATION TABLE



DATE: _____

CHADWICK WINTERS
 LAND SURVEYING AND MAPPING
 1422 N.W. 85TH ST., SEATTLE, WA 98117
 PHONE: 206.297.0996
 FAX: 206.297.0997
 WEB: WWW.CHADWICKWINTERS.COM

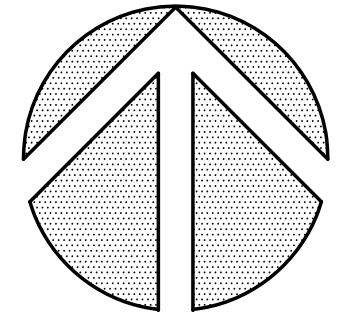
SURVEY IN:
 NE 1/4, SE 1/4, SEC. 24, T. 26 N., R. 3 E., W.M.
 KING COUNTY, WASHINGTON

19-6507AZ.DWG

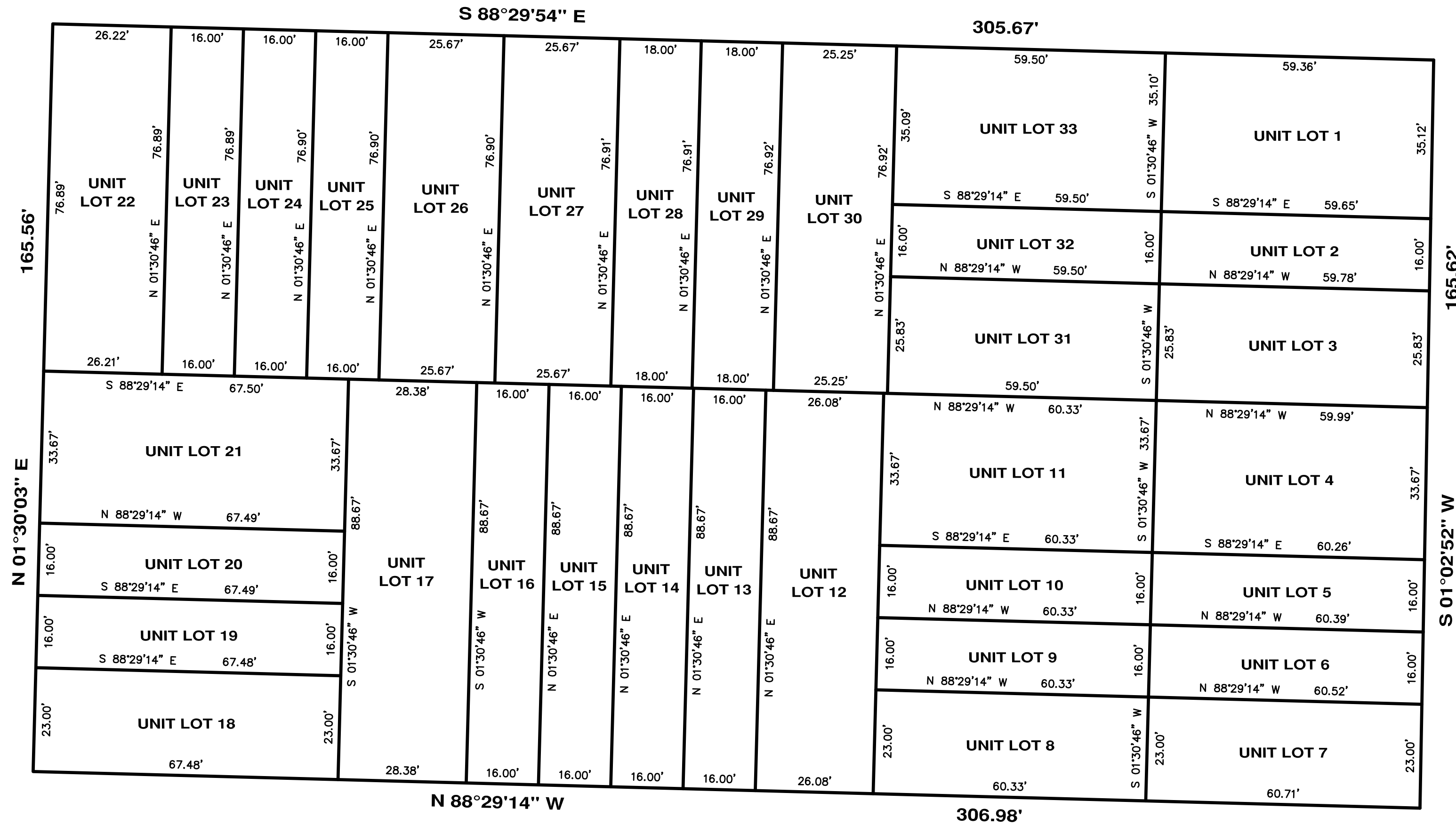
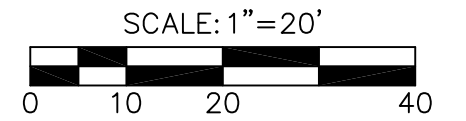
DRAWN BY: SAL	DATE: 01-05-21	PROJECT #: 19-6507
CHK. BY: RHW	SCALE: N/A	SHEET: 5 OF 14

357 DEGREES

SUBDIVISION NO. 3036792-LU



NORTH



GREENWOOD AVE. N.

UNIT LOT SUBDIVISION DETAIL

UNIT LOT AREAS & ADDRESSES

UNIT LOT	AREA	ADDRESS
1	2,089 SQ. FT.	133XX GREENWOOD AVE. N.
2	955 SQ. FT.	133XX GREENWOOD AVE. N.
3	1,547 SQ. FT.	133XX GREENWOOD AVE. N.
4	2,024 SQ. FT.	133XX GREENWOOD AVE. N.
5	965 SQ. FT.	133XX GREENWOOD AVE. N.
6	967 SQ. FT.	133XX GREENWOOD AVE. N.
7	1,394 SQ. FT.	133XX GREENWOOD AVE. N.
8	1,388 SQ. FT.	133XX GREENWOOD AVE. N.
9	965 SQ. FT.	133XX GREENWOOD AVE. N.
10	965 SQ. FT.	133XX GREENWOOD AVE. N.
11	2,031 SQ. FT.	133XX GREENWOOD AVE. N.
12	2,313 SQ. FT.	133XX GREENWOOD AVE. N.
13	1,419 SQ. FT.	133XX GREENWOOD AVE. N.
14	1,419 SQ. FT.	133XX GREENWOOD AVE. N.
15	1,419 SQ. FT.	133XX GREENWOOD AVE. N.
16	1,419 SQ. FT.	133XX GREENWOOD AVE. N.
17	2,516 SQ. FT.	133XX GREENWOOD AVE. N.

UNIT LOT	AREA	ADDRESS
18	1,552 SQ. FT.	133XX GREENWOOD AVE. N.
19	1,080 SQ. FT.	133XX GREENWOOD AVE. N.
20	1,080 SQ. FT.	133XX GREENWOOD AVE. N.
21	2,272 SQ. FT.	133XX GREENWOOD AVE. N.
22	2,016 SQ. FT.	133XX GREENWOOD AVE. N.
23	1,230 SQ. FT.	133XX GREENWOOD AVE. N.
24	1,230 SQ. FT.	133XX GREENWOOD AVE. N.
25	1,230 SQ. FT.	133XX GREENWOOD AVE. N.
26	1,974 SQ. FT.	133XX GREENWOOD AVE. N.
27	1,974 SQ. FT.	133XX GREENWOOD AVE. N.
28	1,384 SQ. FT.	133XX GREENWOOD AVE. N.
29	1,384 SQ. FT.	133XX GREENWOOD AVE. N.
30	1,942 SQ. FT.	133XX GREENWOOD AVE. N.
31	1,537 SQ. FT.	133XX GREENWOOD AVE. N.
32	952 SQ. FT.	133XX GREENWOOD AVE. N.
33	2,088 SQ. FT.	133XX GREENWOOD AVE. N.

CHADWICK WINTERS
 LAND SURVEYING AND MAPPING
 1422 N.W. 85TH ST., SEATTLE, WA 98117
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 FAX: 206.297.0997
 WEB: WWW.CHADWICKWINTERS.COM

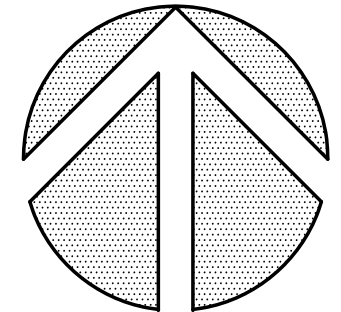
SURVEY IN:
 NE 1/4, SE 1/4, SEC. 24, T. 26 N., R. 3 E., W.M.
 KING COUNTY, WASHINGTON

DRAWN BY: SAL	DATE: 01-05-21	PROJECT #: 19-6507
CHK. BY: RHW	SCALE: 1" = 20'	SHEET: 6 OF 14

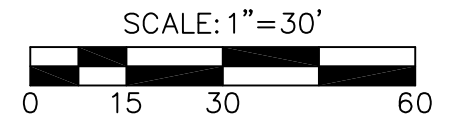
19-6507AY.DWG

357 DEGREES

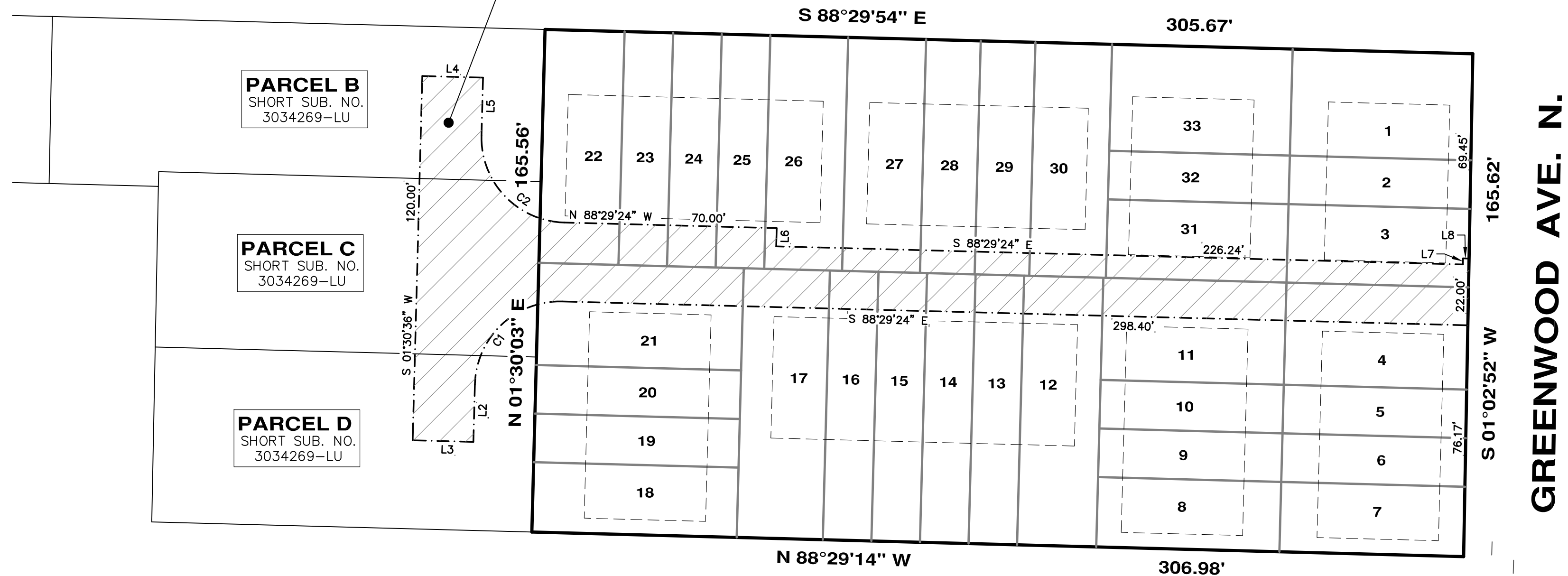
SUBDIVISION NO. 3036792-LU



NORTH



LOCATION OF EXISTING EASEMENT AREA FOR INGRESS, EGRESS, PEDESTRIAN ACCESS, ADDRESS SIGN AND UNDERGROUND UTILITIES, INCLUDING SEATTLE CITY LIGHT, BENEFICIAL TO ALL LOTS WITHIN THIS SUBDIVISION AND RECORDED UNDER KING COUNTY RECORDING NO. _____



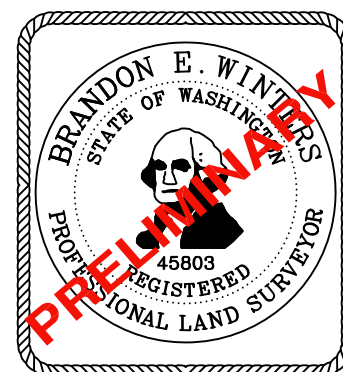
LINE TABLE:

LINE	BEARING	DIST.
L2	S 01°30'36\" W	19.00
L3	N 88°29'24\" W	20.00
L4	S 88°29'24\" E	20.00
L5	S 01°30'36\" W	19.00
L6	S 01°30'36\" W	6.00
L7	N 01°02'52\" E	2.00
L8	S 88°29'24\" E	2.00

CURVE TABLE:

CURVE	LENGTH	RADIUS	DELTA
C2	43.98	28.00	090°00'00\"
C1	43.98	28.00	090°00'00\"

EXISTING EASEMENT DETAIL



DATE: _____

CHADWICK WINTERS
 LAND SURVEYING AND MAPPING
 1422 N.W. 85TH ST., SEATTLE, WA 98117
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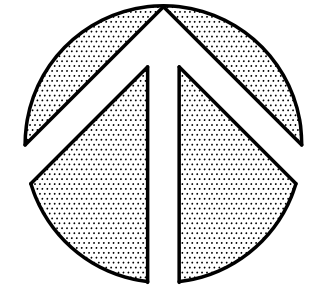
SURVEY IN:
 NE 1/4, SE 1/4, SEC. 24, T. 26 N., R. 3 E., W.M.
 KING COUNTY, WASHINGTON

DRAWN BY: SAL	DATE: 01-05-21	PROJECT #: 19-6507
CHK. BY: RHW	SCALE: 1" = 30'	SHEET: 7 OF 14

19-6507AW.DWG

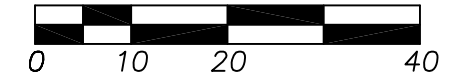
357 DEGREES

SUBDIVISION NO. 3036792-LU



NORTH

SCALE: 1"=20'



LOCATION OF EXISTING EASEMENT AREA FOR INGRESS, EGRESS, PEDESTRIAN ACCESS, ADDRESS SIGN AND UNDERGROUND UTILITIES, INCLUDING SEATTLE CITY LIGHT, BENEFICIAL TO ALL LOTS WITHIN THIS SUBDIVISION AND RECORDED UNDER KING COUNTY RECORDING NO. (SEE SHEET 7 FOR DETAILS)

AMENITY EASEMENT "A" LOCATION OF EASEMENT AREA FOR INGRESS, EGRESS, PEDESTRIAN ACCESS, COMMON AMENITY AREA, AND REFUSE & RECYCLE CONTAINER STORAGE BENEFICIAL TO ALL LOTS WITHIN THIS SUBDIVISION AND THE 357 DEGREESHOMEOWNERS ASSOCIATION

DRIVEWAY EASEMENT "Y" LOCATION OF EASEMENT AREA FOR INGRESS, EGRESS, AND PEDESTRIAN ACCESS, BENEFICIAL TO LOTS 1, 2, 3, 31, 32, AND 33 WITHIN THIS SUBDIVISION AND THE 357 DEGREESHOMEOWNERS ASSOCIATION

LOCATION OF 8.5' X 19' OFF-STREET GARAGE PARKING SPACE (TYPICAL)

PARCEL B
SHORT SUB. NO.
3034269-LU

PARCEL C
SHORT SUB. NO.
3034269-LU

PARCEL D
SHORT SUB. NO.
3034269-LU

LOCATION OF EXISTING EASEMENT AREA FOR INGRESS, EGRESS, AND PEDESTRIAN ACCESS AS PER KING COUNTY RECORDING NO.

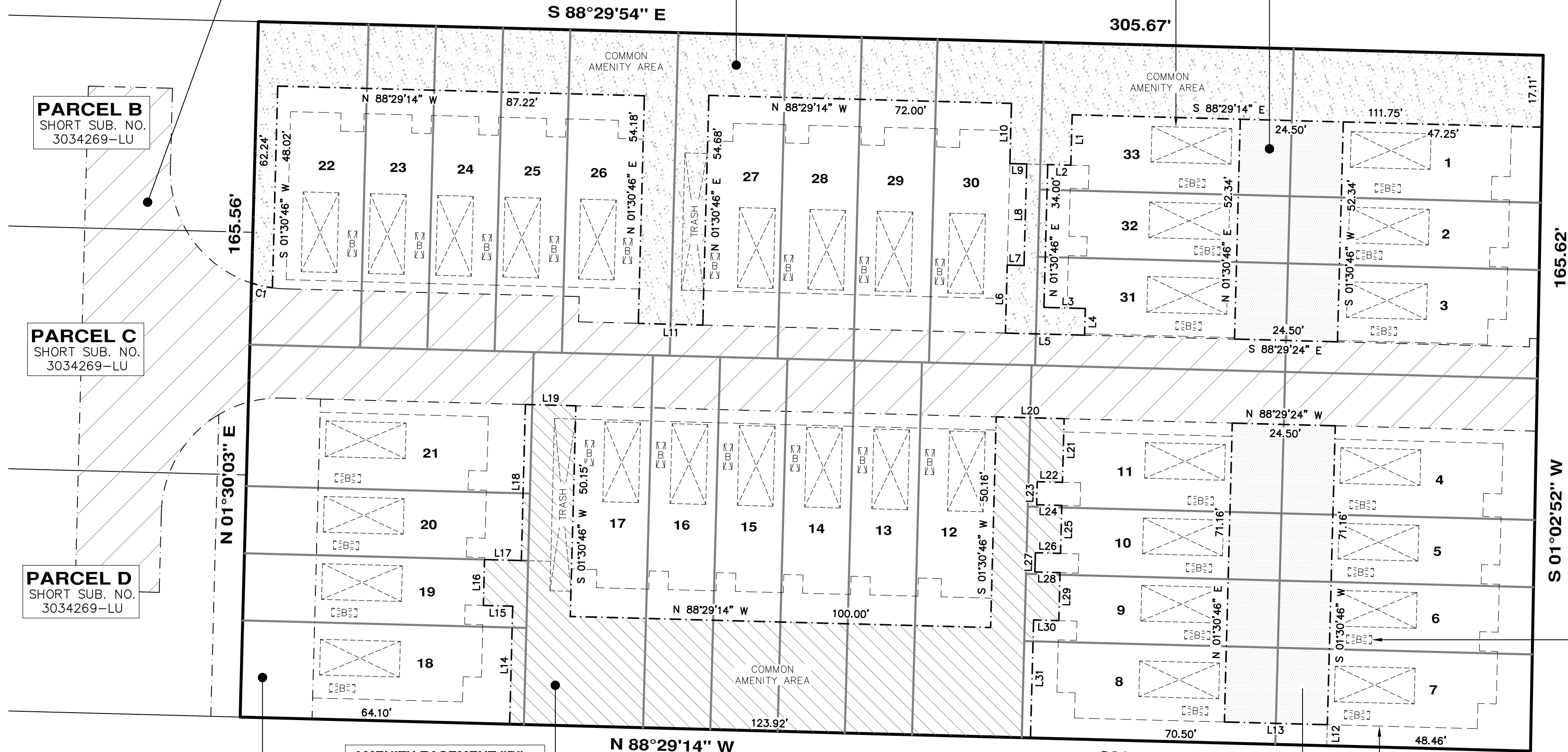
AMENITY EASEMENT "B" LOCATION OF EASEMENT AREA FOR PEDESTRIAN ACCESS, COMMON AMENITY AREA, AND REFUSE & RECYCLE CONTAINER STORAGE BENEFICIAL TO ALL LOTS WITHIN THIS SUBDIVISION AND THE 357 DEGREESHOMEOWNERS ASSOCIATION

DRIVEWAY EASEMENT "Z" LOCATION OF EASEMENT AREA FOR INGRESS, EGRESS, AND PEDESTRIAN ACCESS, BENEFICIAL TO LOTS 4, 5, 6, 7, 8, 9, 10, AND 11 WITHIN THIS SUBDIVISION AND THE 357 DEGREESHOMEOWNERS ASSOCIATION

BUILDING FOOTPRINT (TYPICAL)

LOCATION OF BIKE PARKING (TYPICAL)

GREENWOOD AVE. N.



EASEMENT DETAILS

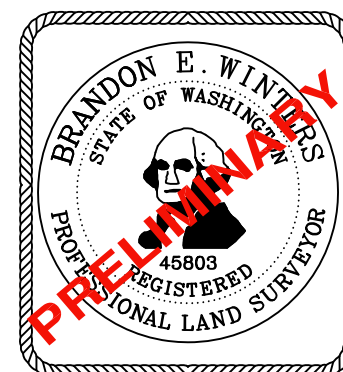
LINE TABLE

LINE	BEARING	LENGTH
L1	S 01°30'46" W	12.00'
L2	N 88°29'14" W	5.50'
L3	S 88°29'14" E	9.83'
L4	S 01°30'46" W	6.34'
L5	N 88°29'24" W	18.83'
L6	N 01°30'46" E	16.18'
L7	S 88°29'14" E	4.00'
L8	N 01°30'46" E	24.17'
L9	N 88°29'14" W	4.00'
L10	N 01°30'46" E	14.33'
L11	N 88°29'24" W	15.33'
L12	S 01°30'46" W	5.00'
L13	S 88°29'14" E	24.50'
L14	S 01°30'46" W	28.08'
L15	S 88°29'14" E	7.00'

L16	S 01°30'46" W	10.92'
L17	N 88°29'14" W	8.75'
L18	S 01°30'46" W	37.15'
L19	N 88°29'24" W	12.00'
L20	N 88°29'24" W	16.17'
L21	N 01°30'46" E	15.16'
L22	S 88°29'14" E	6.00'
L23	N 01°30'46" E	5.50'
L24	N 88°29'14" W	6.00'
L25	N 01°30'46" E	11.42'
L26	S 88°29'14" E	6.00'
L27	N 01°30'46" E	4.58'
L28	N 88°29'14" W	6.00'
L29	N 01°30'46" E	11.42'
L30	S 88°29'14" E	6.00'
L31	N 01°30'46" E	28.08'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA ANGLE
C1	5.10'	28.00'	10°25'46"



DATE: _____

CHADWICK WINTERS
 LAND SURVEYING AND MAPPING
 1422 N.W. 85TH ST., SEATTLE, WA 98117
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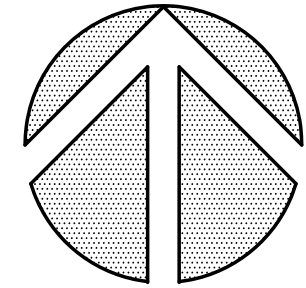
SURVEY IN:
 NE 1/4, SE 1/4, SEC. 24, T. 26 N., R. 3 E., W.M.
 KING COUNTY, WASHINGTON

DRAWN BY: SAL	DATE: 01-05-21	PROJECT #: 19-6507
CHK. BY: RHW	SCALE: 1" = 20'	SHEET: 8 OF 14

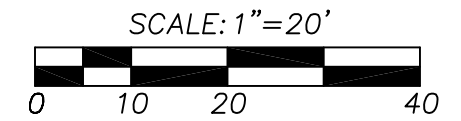
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357 DEGREES

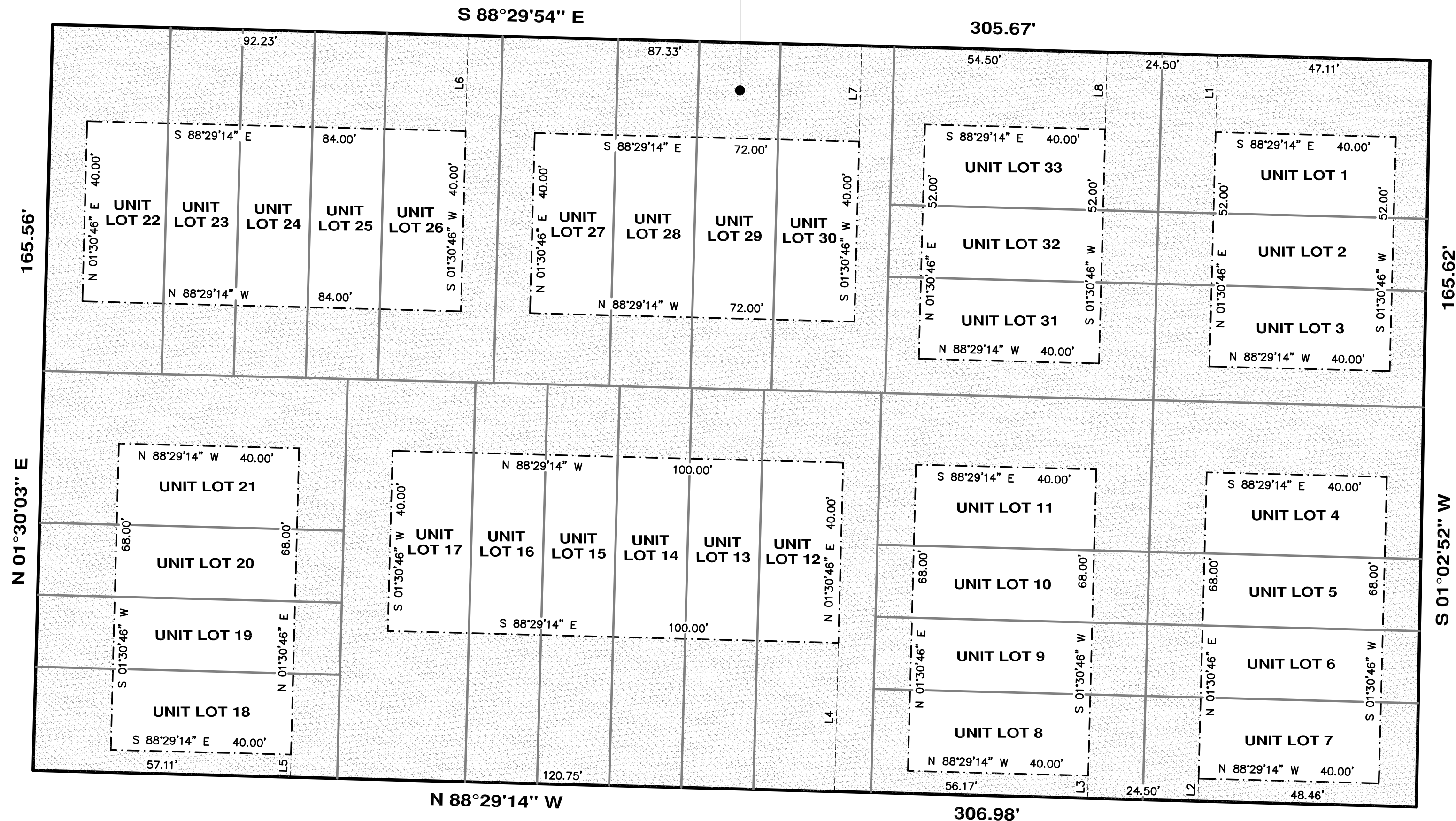
SUBDIVISION NO. 3036792-LU



NORTH



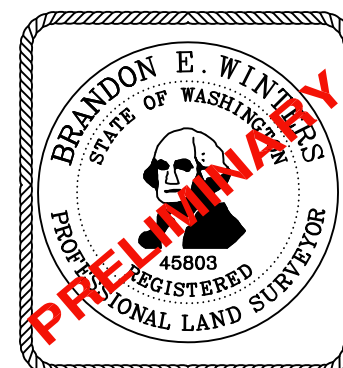
UTILITY & EMERGENCY ACCESS EASEMENT
 LOCATION OF EASEMENT AREA FOR UTILITIES AND FOR
 EMERGENCY ACCESS FOR SEATTLE FIRE DEPARTMENT
 BENEFICIAL TO ALL LOTS WITHIN THIS SUBDIVISION AND
 THE 357 DEGREES HOMEOWNERS ASSOCIATION



UTILITY & EMERGENCY ACCESS EASEMENT DETAIL

LINE TABLE

LINE	BEARING	LENGTH
L1	N 01°30'46\"	17.10'
L2	S 01°30'46\"	5.00'
L3	S 01°30'46\"	5.00'
L4	S 01°30'46\"	33.00'
L5	S 01°30'46\"	5.00'
L6	N 01°30'46\"	21.24'
L7	N 01°30'46\"	21.25'
L8	N 01°30'46\"	17.10'



DATE: _____

CHADWICK WINTERS

LAND SURVEYING AND MAPPING

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FAX: 206.297.0997

WEB: WWW.CHADWICKWINTERS.COM

SURVEY IN:

**NE 1/4, SE 1/4, SEC. 24, T. 26 N., R. 3 E., W.M.
 KING COUNTY, WASHINGTON**

19-6507AY.DWG

DRAWN BY: SAL

DATE: 01-05-21

PROJECT #: 19-6507

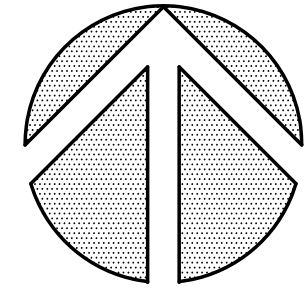
CHK. BY: RHW

SCALE: 1" = 20'

SHEET: 9 OF 14

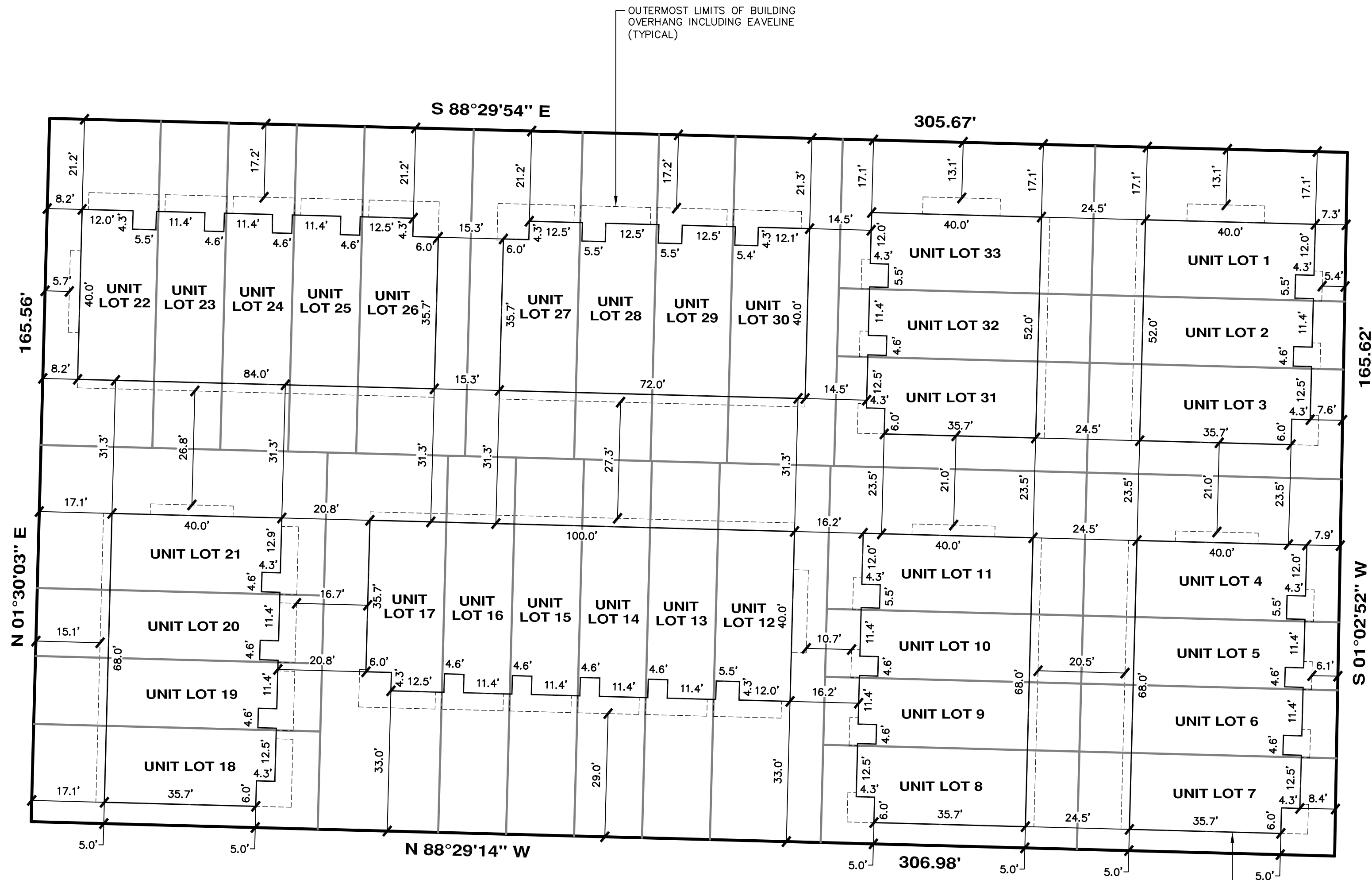
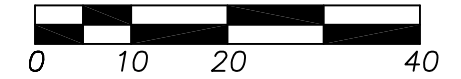
357 DEGREES

SUBDIVISION NO. 3036792-LU



NORTH

SCALE: 1"=20'



OUTERMOST LIMITS OF BUILDING OVERHANG INCLUDING EAVELINE (TYPICAL)

BUILDING FOOTPRINT (TYPICAL)

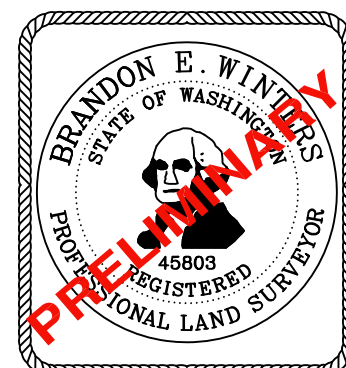
GREENWOOD AVE. N.

BUILDING DIMENSION DETAIL

(SEE "BUILDING NOTE")

BUILDING NOTE:

ALL BUILDING DIMENSIONS, FOOTPRINTS AND BUILDING OFFSET DISTANCES SHOWN HEREON ARE FROM INFORMATION SHOWN ON THE ARCHITECTURAL PLANS PREPARED BY BOARD & VELLUM ARCHITECTURE AND DESIGN. WE PROVIDE NO CERTIFICATION THAT THESE FOOTPRINTS, DIMENSIONS, OR OFFSETS ARE AS CONSTRUCTED.



DATE: _____

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SURVEY IN:

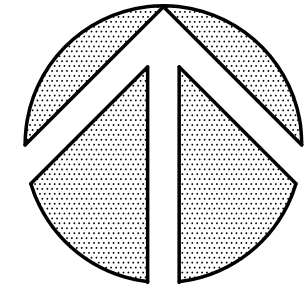
NE 1/4, SE 1/4, SEC. 24, T. 26 N., R. 3 E., W.M.
KING COUNTY, WASHINGTON

19-6507AY.DWG

DRAWN BY: SAL	DATE: 01-05-21	PROJECT #: 19-6507
CHK. BY: RHW	SCALE: 1" = 20'	SHEET: 10 OF 14

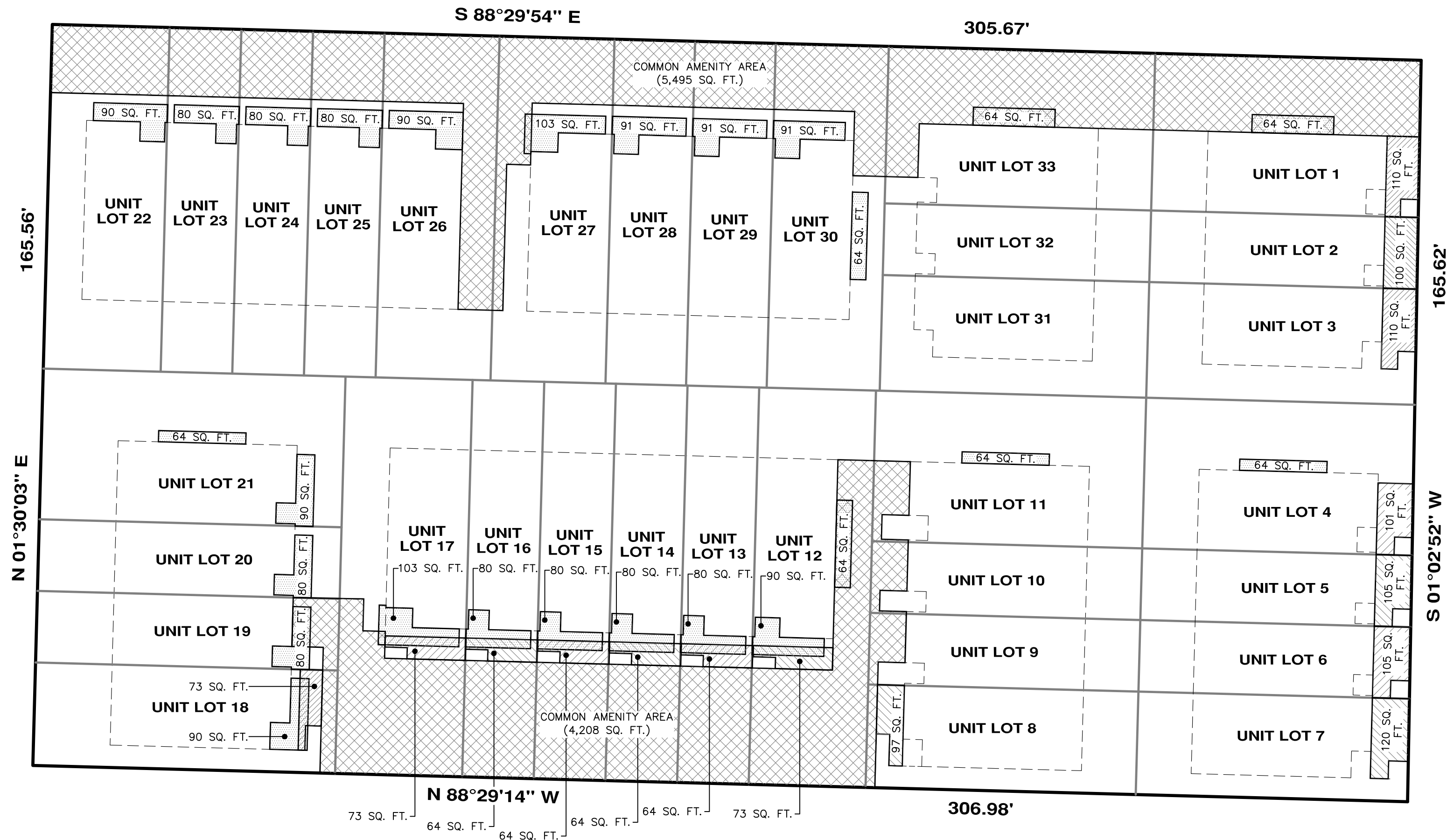
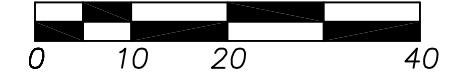
357 DEGREES

SUBDIVISION NO. 3036792-LU



NORTH

SCALE: 1"=20'



GREENWOOD AVE. N.

AMENITY AREA DETAIL

(SEE "AMENITY AREA NOTE")

- = GROUND LEVEL PRIVATE AMENITY AREA
- = DECK LEVEL PRIVATE AMENITY AREA

AMENITY AREA NOTE:

THE LOCATION AND AREA OF AMENITY AREAS AS SHOWN HEREON ARE AS PER ARCHITECTURAL PLANS PREPARED BY BOARD & VELLUM ARCHITECTURE AND DESIGN.



DATE: _____

CHADWICK WINTERS

LAND SURVEYING AND MAPPING

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NE 1/4, SE 1/4, SEC. 24, T. 26 N., R. 3 E., W.M.
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19-6507AY.DWG

DRAWN BY: SAL	DATE: 01-05-21	PROJECT #: 19-6507
CHK. BY: RHW	SCALE: 1" = 20'	SHEET: 11 OF 14

357 DEGREES

SUBDIVISION NO. 3036792-LU

EASEMENT CONVEYANCE NOTE:

THE EASEMENTS AS LEGALLY DESCRIBED UPON THIS SHEET AND GRAPHICALLY DEPICTED ON SHEET 8 IS HEREBY GRANTED AND CONVEYED TO ALL OWNERS WITHIN THIS SUBDIVISION, THEIR HEIRS, SUCCESSORS, AND ASSIGNS. THE 357 DEGREES HOMEOWNERS' ASSOCIATION, ITS HEIRS, SUCCESSORS, AND ASSIGNS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE EASEMENTS AND ALL APPURTENANCES THERETO LYING WITHIN SAID EASEMENTS.

THE UTILITY AND EMERGENCY ACCESS EASEMENT AS LEGALLY DESCRIBED UPON THIS SHEET AND GRAPHICALLY DEPICTED ON SHEET 9 IS HEREBY GRANTED AND CONVEYED TO ALL OWNERS WITHIN THIS SUBDIVISION, THEIR HEIRS, SUCCESSORS, AND ASSIGNS; TO ALL UTILITY PURVEYORS; AND TO THE CITY OF SEATTLE FIRE DEPARTMENT. THE 357 DEGREES HOMEOWNERS' ASSOCIATION, ITS HEIRS, SUCCESSORS, AND ASSIGNS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE UTILITY AND EMERGENCY ACCESS EASEMENT AND ALL APPURTENANCES THERETO LYING WITHIN SAID UTILITY AND EMERGENCY ACCESS EASEMENT.

AMENITY EASEMENT "A"

AN EASEMENT FOR INGRESS, EGRESS, PEDESTRIAN ACCESS, COMMON AMENITY AREA, AND REFUSE & RECYCLE CONTAINER STORAGE BENEFICIAL TO ALL LOTS WITHIN THIS SUBDIVISION AND THE 357 DEGREES HOMEOWNERS ASSOCIATION AS SHOWN UPON SHEET 8.

THAT PORTION OF PARCEL A, CITY OF SEATTLE SHORT SUBDIVISION NO. 3034269, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME ____ OF SURVEYS, PAGE ____, RECORDS OF KING COUNTY, WA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE N.E. CORNER OF SAID PARCEL A; THENCE S 01°02'52" W ALONG THE EAST LINE OF SAID PARCEL FOR A DISTANCE OF 17.11 FT.; THENCE N 88°29'14" W, 111.75 FT.; THENCE S 01°30'46" W, 12.00 FT.; THENCE N 88°29'14" W, 5.50 FT.; THENCE S 01°30'46" W, 34.00 FT.; THENCE S 88°29'14" E, 9.83 FT.; THENCE S 01°30'46" W, 6.34 FT.; THENCE N 88°29'24" W, 18.83 FT.; THENCE N 01°30'46" E, 16.18 FT.; THENCE S 88°29'14" E, 4.00 FT.; THENCE N 01°30'46" E, 24.17 FT.; THENCE N 88°29'14" W, 4.00 FT.; THENCE N 01°30'46" E, 14.33 FT.; THENCE N 88°29'14" W, 72.00 FT.; THENCE S 01°30'46" W, 54.68 FT.; THENCE N 88°29'24" W, 15.33 FT.; THENCE N 01°30'46" E, 54.18 FT.; THENCE N 88°29'14" W, 87.22 FT.; THENCE S 01°30'46" W, 48.02 FT. TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF N 07°38'53" E, A CENTRAL ANGLE OF 10°25'46" AND A RADIUS OF 28.00 FOR A DISTANCE OF 5.10 FT.; THENCE N 01°30'03" E, 62.24 FT.; THENCE S 88°29'54" E, 305.67 FT. TO THE **POINT OF BEGINNING**.

AMENITY EASEMENT "B"

AN EASEMENT FOR PEDESTRIAN ACCESS, COMMON AMENITY AREA, AND REFUSE & RECYCLE CONTAINER STORAGE BENEFICIAL TO ALL LOTS WITHIN THIS SUBDIVISION AND THE 357 DEGREES HOMEOWNERS ASSOCIATION AS SHOWN UPON SHEET 8.

THAT PORTION OF PARCEL A, CITY OF SEATTLE SHORT SUBDIVISION NO. 3034269, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME ____ OF SURVEYS, PAGE ____, RECORDS OF KING COUNTY, WA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE S.W. CORNER OF SAID PARCEL A; THENCE S 88°29'14" E ALONG THE SOUTH LINE OF SAID PARCEL FOR A DISTANCE OF 64.10 FT. TO THE **POINT OF BEGINNING**; THENCE N 01°30'46" E, 28.08 FT.; THENCE N 88°29'14" W, 7.00 FT.; THENCE N 01°30'46" E, 10.92 FT.; THENCE S 88°29'14" E, 8.75 FT.; THENCE N 01°30'46" E, 37.15 FT.; THENCE S 88°29'14" E, 12.00 FT.; THENCE S 01°30'46" W, 50.15 FT.; THENCE S 88°29'14" E, 100.00 FT.; THENCE N 01°30'46" E, 50.16 FT.; THENCE S 88°29'24" E, 16.17 FT.; THENCE S 01°30'46" W, 15.16 FT.; THENCE N 88°29'14" W, 6.00 FT.; THENCE S 01°30'46" W, 5.50 FT.; THENCE S 88°29'14" E, 6.00 FT.; THENCE S 01°30'46" W, 11.42 FT.; THENCE N 88°29'14" W, 6.00 FT.; THENCE S 01°30'46" W, 4.58 FT.; THENCE S 88°29'14" E, 6.00 FT.; THENCE S 01°30'46" W, 11.42 FT.; THENCE N 88°29'14" W, 6.00 FT.; THENCE S 01°30'46" W, 28.08 FT.; THENCE N 88°29'14" W, 123.92 FT. TO THE **POINT OF BEGINNING**.

DRIVEWAY EASEMENT "Y"

AN EASEMENT FOR INGRESS, EGRESS, AND PEDESTRIAN ACCESS BENEFICIAL TO LOTS 4, 5, 6, 7, 8, 9, 10, AND 11, WITHIN THIS SUBDIVISION AND THE 357 DEGREES HOMEOWNERS ASSOCIATION AS SHOWN UPON SHEET 8.

THAT PORTION OF PARCEL A, CITY OF SEATTLE SHORT SUBDIVISION NO. 3034269, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME ____ OF SURVEYS, PAGE ____, RECORDS OF KING COUNTY, WA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE N.E. CORNER OF SAID PARCEL A; THENCE S 01°02'54" W ALONG THE EAST LINE OF SAID PARCEL FOR A DISTANCE OF 17.11 FT.; THENCE N 88°29'14" W, 47.25 FT. TO THE **POINT OF BEGINNING**; THENCE S 01°30'46" W, 52.34 FT.; THENCE N 88°29'24" W, 24.50 FT.; THENCE N 01°30'46" E, 52.34 FT.; THENCE S 88°29'14" E, 24.50 FT. TO THE **POINT OF BEGINNING**.

DRIVEWAY EASEMENT "Z"

AN EASEMENT FOR INGRESS, EGRESS, AND PEDESTRIAN ACCESS BENEFICIAL TO LOTS 4, 5, 6, 7, 8, 9, 10, AND 11, WITHIN THIS SUBDIVISION AND THE 357 DEGREES HOMEOWNERS ASSOCIATION AS SHOWN UPON SHEET 8.

THAT PORTION OF PARCEL A, CITY OF SEATTLE SHORT SUBDIVISION NO. 3034269, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME ____ OF SURVEYS, PAGE ____, RECORDS OF KING COUNTY, WA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE S.E. CORNER OF SAID PARCEL A; THENCE N 88°29'14" W ALONG THE SOUTH LINE OF SAID PARCEL FOR A DISTANCE OF 48.46 FT.; THENCE N 01°30'46" E, 5.00 FT. TO THE **POINT OF BEGINNING**; THENCE N 88°29'14" W, 24.50 FT.; THENCE N 01°30'46" E, 71.16 FT.; THENCE S 88°29'24" E, 24.50 FT.; THENCE S 01°30'46" W, 71.16 FT. TO THE **POINT OF BEGINNING**.

UTILITY & EMERGENCY ACCESS EASEMENT

AN EASEMENT FOR UTILITIES, INCLUDING BUT NOT LIMITED TO UNDERGROUND WATERLINE, POWER, GAS TELEPHONE, TELECABLE, SANITARY SEWER, STORM SEWER, FOR BUILDING REPAIR AND MAINTENANCE AND FOR EMERGENCY ACCESS BENEFICIAL TO ALL LOTS WITHIN THIS SUBDIVISION AND THE 357 DEGREES HOMEOWNERS ASSOCIATION AS SHOWN UPON SHEET 9.

PARCEL A, CITY OF SEATTLE SHORT SUBDIVISION NO. 3034269, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME ____ OF SURVEYS, PAGE ____, RECORDS OF KING COUNTY, WA.

EXCEPT THOSE PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE N.E. CORNER OF SAID PARCEL A; THENCE N 88°29'54" W ALONG THE NORTH LINE OF SAID PARCEL FOR A DISTANCE OF 47.11 FT.; THENCE S 01°30'46" W, 17.10 FT. TO THE **POINT OF BEGINNING**; THENCE S 88°29'14" E, 40.00 FT.; THENCE S 01°30'46" W, 52.00 FT.; THENCE N 88°29'14" W, 40.00 FT.; THENCE N 01°30'46" E, 52.00 FT. TO THE **POINT OF BEGINNING**.

AND ALSO **EXCEPT** THAT PORTION COMMENCING AT THE S.E. CORNER OF SAID PARCEL A; THENCE N 88°29'14" W ALONG THE SOUTH LINE OF SAID PARCEL FOR A DISTANCE OF 48.46 FT.; THENCE N 01°30'46" E, 5.00 FT. TO THE **POINT OF BEGINNING**; THENCE N 01°30'46" E, 68.00 FT.; THENCE S 88°29'14" E, 40.00 FT.; THENCE S 01°30'46" W, 68.00 FT.; THENCE N 88°29'14" W, 40.00 FT. TO THE **POINT OF BEGINNING**.

AND ALSO **EXCEPT** THAT PORTION COMMENCING AT THE S.E. CORNER OF SAID PARCEL A; THENCE N 88°29'14" W ALONG THE SOUTH LINE OF SAID PARCEL FOR A DISTANCE OF 72.96 FT.; THENCE N 01°30'46" E, 5.00 FT. TO THE **POINT OF BEGINNING**; THENCE N 88°29'14" W, 40.00 FT.; THENCE N 01°30'46" E, 68.00 FT.; THENCE S 88°29'14" E, 40.00 FT.; THENCE S 01°30'46" W, 68.00 FT. TO THE **POINT OF BEGINNING**.

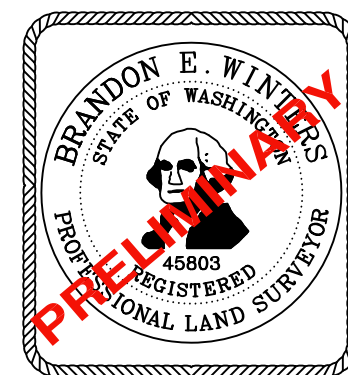
AND ALSO **EXCEPT** THAT PORTION COMMENCING AT THE S.E. CORNER OF SAID PARCEL A; THENCE N 88°29'14" W ALONG THE SOUTH LINE OF SAID PARCEL FOR A DISTANCE OF 129.13 FT.; THENCE N 01°30'46" E, 33.00 FT. TO THE **POINT OF BEGINNING**; THENCE N 88°29'14" W, 100.00 FT.; THENCE N 01°30'46" E, 40.00 FT.; THENCE S 88°29'14" E, 100.00 FT.; THENCE S 01°30'46" W, 40.00 FT. TO THE **POINT OF BEGINNING**.

AND ALSO **EXCEPT** THAT PORTION COMMENCING AT THE S.E. CORNER OF SAID PARCEL A; THENCE N 88°29'14" W ALONG THE SOUTH LINE OF SAID PARCEL FOR A DISTANCE OF 249.88 FT.; THENCE N 01°30'46" E, 5.00 FT. TO THE **POINT OF BEGINNING**; THENCE N 88°29'14" W, 40.00 FT.; THENCE N 01°30'46" E, 68.00 FT.; THENCE S 88°29'14" E, 40.00 FT.; THENCE S 01°30'46" W, 68.00 FT. TO THE **POINT OF BEGINNING**.

AND ALSO **EXCEPT** THAT PORTION COMMENCING AT THE N.E. CORNER OF SAID PARCEL A; THENCE N 88°29'54" W ALONG THE NORTH LINE OF SAID PARCEL FOR A DISTANCE OF 213.44 FT.; THENCE S 01°30'46" W, 21.24 FT. TO THE **POINT OF BEGINNING**; THENCE S 01°30'46" W, 40.00 FT.; THENCE N 88°29'14" W, 84.00 FT.; THENCE N 01°30'46" E, 40.00 FT.; THENCE S 88°29'14" E, 84.00 FT. TO THE **POINT OF BEGINNING**.

AND ALSO **EXCEPT** THAT PORTION COMMENCING AT THE N.E. CORNER OF SAID PARCEL A; THENCE N 88°29'54" W ALONG THE NORTH LINE OF SAID PARCEL FOR A DISTANCE OF 126.11 FT.; THENCE S 01°30'46" W, 21.25 FT. TO THE **POINT OF BEGINNING**; THENCE S 01°30'46" W, 40.00 FT.; THENCE N 88°29'14" W, 72.00 FT.; THENCE N 01°30'46" E, 40.00 FT.; THENCE S 88°29'14" E, 72.00 FT. TO THE **POINT OF BEGINNING**.

AND ALSO **EXCEPT** THAT PORTION COMMENCING AT THE N.E. CORNER OF SAID PARCEL A; THENCE N 88°29'54" W ALONG THE NORTH LINE OF SAID PARCEL FOR A DISTANCE OF 71.61 FT.; THENCE S 01°30'46" W, 17.10 FT. TO THE **POINT OF BEGINNING**; THENCE S 01°30'46" W, 52.00 FT.; THENCE N 88°29'14" W, 40.00 FT.; THENCE N 01°30'46" E, 52.00 FT.; THENCE S 88°29'14" E, 40.00 FT. TO THE **POINT OF BEGINNING**.



DATE: _____

CHADWICK WINTERS

LAND SURVEYING AND MAPPING

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SURVEY IN:
NE 1/4, SE 1/4, SEC. 24, T. 26 N., R. 3 E., W.M.
KING COUNTY, WASHINGTON

19-6507AX.DWG

DRAWN BY: SAL	DATE: 01-05-21	PROJECT #: 19-6507
CHK. BY: RHW	SCALE: N/A	SHEET: 12 OF 14

357 DEGREES

SUBDIVISION NO. 3036792-LU

EASEMENT MAINTENANCE AGREEMENT

SAID EASEMENTS OF THIS SUBDIVISION TO BE EQUALLY MAINTAINED, REPAIRED, AND/OR REBUILT BY THE OWNERS OF THE PARCELS HAVING LEGAL ACCESS AND UTILITY SERVICE THEREFROM AND THEIR HEIRS, ASSIGNS AND SUCCESSORS.

INDIVIDUAL UTILITY SERVICE LINES, INCLUDING STORM AND SANITARY SIDE SEWER LINES, ARE THE SOLE RESPONSIBILITY OF THE OWNERS OF THE UNIT OR PARCEL THE INDIVIDUAL SERVICE LINE SERVES. UTILITY SERVICE LINES WHICH SERVICE MORE THAN ONE UNIT OR PARCEL SHALL BE EQUALLY MAINTAINED, REPAIRED, AND/OR REBUILT BY THE OWNERS OF THE UNITS OR PARCELS SERVICED.

THIS MAINTENANCE AGREEMENT COVERS NORMAL USAGE, WEAR AND TEAR, AND LIFE EXPECTANCY OF MATERIALS. ANY DAMAGE INCURRED BY AN INDIVIDUAL OWNER SHALL BE REPAIRED AND/OR RESTORED TO PRE DAMAGED CONDITION WITHIN 30 DAYS. THE OWNER WHICH INCURRED THE DAMAGE SHALL BE SOLELY RESPONSIBLE FOR THE COST OF REPAIR OR REPLACEMENT OF THE MATERIALS. IN NO EVENT SHALL ACCESS OR UTILITY SERVICE BE DENIED OTHER PROPERTY OWNERS OF SAID EASEMENTS FOR MORE THAN 24 HOURS

ELECTRICAL, TELEPHONE & CABLE T.V. EASEMENT AGREEMENT

WITNESSETH; THAT FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN EXPRESSED, IT IS HEREBY AGREED BETWEEN THE OWNERS OF THE UNIT LOTS WITHIN THIS SUBDIVISION THAT:

1ST - AN EASEMENT FOR ELECTRICAL, TELEPHONE AND CABLE TELEVISION CONNECTION AND METER BOXES AS CONSTRUCTED SHALL BE GRANTED. CABLES SHALL RUN UNDERGROUND AND THROUGH THE BUILDINGS FROM THIS COMMON CONNECTION POINT TO EACH PARCEL OR UNIT LOT.

2ND - THERE SHALL BE A COMMON CONNECTION AND THE LINES SHALL BE AS CONSTRUCTED FOR THE USE AND BENEFIT OF ALL PROPERTIES.

3RD - THE COST OF MAINTENANCE, REPAIR OR RECONSTRUCTION OF THAT PORTION OF THE DISTRIBUTION SYSTEM USED IN COMMON SHALL BE BORNE IN EQUAL SHARES, EXCEPT WHEN SUCH REPAIRS OR RECONSTRUCTION ARE DUE TO DAMAGES FOR WHICH A SINGLE OWNER IS RESPONSIBLE, THEN THAT OWNER SHALL BE RESPONSIBLE FOR THE COST.

4TH - THIS AGREEMENT SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING UPON ALL PARTIES AND THEIR HEIRS AND ASSIGNS FOREVER.

PRIVATE AMENITY AREA AGREEMENT

SOME OF THE UNIT LOTS AS SHOWN AND DESCRIBED HEREON, HAVE A PERMANENT, DEDICATED PRIVATE AMENITY AREA AS SHOWN ON THE FACE OF THE SUBDIVISION. THE PRIVATE AMENITY AREA IS FOR THE USE OF THE UNIT LOT IT IS ASSOCIATED WITH AND IS TO BE MAINTAINED BY THE OWNERS OF THE UNIT LOT. THE OWNERS OF THE UNIT LOTS OR THEIR GUESTS OR INVITEES SHALL NOT USE OR ENTER THE PRIVATE AMENITY AREA OF OTHER UNIT LOT OWNERS WITHOUT THE PERMISSION OF SAID UNIT LOT OWNERS.

THIS AGREEMENT SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING UPON ALL PARTIES AND THEIR HEIRS AND ASSIGNS FOREVER.

COMMON AMENITY AREA AGREEMENT

THE UNIT LOTS AS SHOWN AND DESCRIBED HEREON, EQUALLY SHARE A PERMANENT, DEDICATED COMMON AMENITY AREA AS SHOWN ON THE FACE OF THE SUBDIVISION, THAT IS AVAILABLE FOR USE BY ALL OCCUPANTS OF THE DEVELOPMENT FOR ACTIVE OR PASSIVE RECREATIONAL USE. THE COMMON AMENITY AREA IS FOR THE GENERAL USE OF ALL UNIT LOTS AND IS TO BE MAINTAINED BY THE 357 DEGREES HOMEOWNERS ASSOCIATION.

THIS AGREEMENT SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING UPON ALL PARTIES AND THEIR HEIRS AND ASSIGNS FOREVER.

ADDRESS SIGN MAINTENANCE AGREEMENT

THE 357 DEGREES HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR THE MAINTENANCE, AND/OR REPAIR TO ALL ADDRESS SIGNS WITHIN THIS SUBDIVISION.

357 DEGREES HOMEOWNERS' ASSOCIATION NOTE

IN THE EVENT THAT THE 357 DEGREES HOMEOWNERS' ASSOCIATION IS DISSOLVED OR CEASES TO BE A FUNCTIONING ENTITY, THE OWNERS OF LOTS 1 THROUGH 33, INCLUSIVE, SHALL SHARE EQUALLY IN THE MAINTENANCE OBLIGATIONS OF THE 357 DEGREES HOMEOWNERS' ASSOCIATION.

JOINT USE / MAINTENANCE AGREEMENT

WITNESSETH; THAT FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN EXPRESSED, IT IS HEREBY AGREED BETWEEN ALL PARTIES HAVING OWNERSHIP INCLUSIVE TO THIS CITY OF SEATTLE SUBDIVISION THAT:

1ST - EACH OWNER IS RESPONSIBLE FOR THE MAINTENANCE REPAIR AND WELL-KEEPING OF THEIR INDIVIDUAL TOWNHOME. EACH OWNER SHALL KEEP THEIR TOWNHOME AND PROPERTY IN GOOD STATE OF REPAIR, AND WILL KEEP THE DRIVEWAY (PERMANENT EASEMENT FOR INGRESS, EGRESS, AND UTILITIES) CLEAR AT ALL TIMES. EASEMENTS HAVE BEEN CREATED AND ARE PART OF THIS SUBDIVISION FOR WALKING ACCESS, STREET ENTRY AND PARKING IN DESIGNATED AREAS. UNLESS OTHERWISE SPECIFIED HEREIN, ALL OWNERS HAVING LEGAL ACCESS FROM SAID EASEMENTS ARE TO SHARE EQUALLY IN THE MAINTENANCE AND REPAIR OF THE EASEMENT AREAS. LANDSCAPE MAINTENANCE IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER(S), BUT IT IS EXPECTED THAT ALL USERS OF THE ACCESS EASEMENTS WILL DO SO WITH CARE AND RESPECT FOR THE APPEARANCES OF THE WALKWAYS AND DRIVEWAYS.

2ND - EACH ROOF SHALL BE CARED FOR AND MAINTAINED BY THE OWNER(S) OF THE PROPERTY UPON WHICH THE ROOF IS LOCATED. IN THE EVENT THAT PROPERTY OWNER(S) INTEND TO REPAIR OR REPLACE THEIR ROOF, IT IS HEREBY AGREED THAT THE MATERIALS WILL BE SIMILAR IN TYPE, QUALITY AND COLOR OF THE ORIGINAL ROOF, UNLESS MUTUALLY AGREED UPON. THE COST OF SUCH REPAIR IS THE SOLE RESPONSIBILITY OF THE INDIVIDUAL PROPERTY OWNER(S) MAKING THE ROOF REPAIR OR REPLACEMENT. HOWEVER, IN THE EVENT OF A TOTAL ROOF REPLACEMENT FOR A BUILDING WITHIN THIS SUBDIVISION, THE COSTS WILL BE SHARED EQUITABLY IN BETWEEN THE PROPERTY OWNER(S) IN PROPORTION WITH EACH OWNER(S) AREA OF ROOF ON THAT BUILDING. SUCH A ROOF REPLACEMENT WILL BE REQUIRED EVERY 25 YEARS (OR AS WARRANTED BY THE ROOFING MATERIAL MANUFACTURER) UNLESS DELAYED BY MUTUAL AGREEMENT OF THE OWNER(S) OF THAT BUILDING

3RD - SHARED WALL, SIDING AND EXTERIOR TRIM SHALL BE CARED FOR AND MAINTAINED BY THE OWNER(S) OF THE PROPERTY UPON WHICH THE SHARED WALLS, SIDING AND EXTERIOR TRIM IS LOCATED. IN THE EVENT A PROPERTY OWNER INTENDS TO REPAIR OR REPLACE THEIR SHARED WALLS, SIDING AND EXTERIOR TRIM, IT IS HEREBY AGREED THAT THE MATERIALS WILL BE SIMILAR IN TYPE, QUALITY AND COLOR OF THE ORIGINAL WALLS, SIDING AND EXTERIOR TRIM, UNLESS MUTUALLY AGREED UPON. THE COST OF SUCH REPAIR OR REPLACEMENT IS THE SOLE RESPONSIBILITY OF THE OWNER(S) MAKING THE WALLS, SIDING AND EXTERIOR TRIM REPAIR OR REPLACEMENT. HOWEVER, IN THE EVENT OF A TOTAL WALL, SIDING AND/OR EXTERIOR TRIM REPLACEMENT FOR A BUILDING WITHIN THIS SUBDIVISION, COSTS WILL BE SHARED EQUITABLY BETWEEN THE PROPERTY OWNER(S) IN PROPORTION WITH EACH OWNER'S AREA OF WALLS, SIDING AND EXTERIOR TRIM ON THAT BUILDING.

4TH - COMMON SIDE SEWERS AND COMMON STORM DRAINAGE SYSTEMS SERVING THE UNIT LOTS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED EQUALLY BY THE OWNERS OF SAID LOTS.

5TH - THIS AGREEMENT SHALL BE A COVENANT RUNNING WITH THE LAND, AND SHALL BE BINDING UPON ALL AFOREMENTIONED PARTIES AND THEIR HEIRS AND ASSIGNS FOREVER.

COMMON WALL AGREEMENT

WITNESSETH; THAT FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN EXPRESSED, IT IS HEREBY AGREED BETWEEN THE PARTIES THAT:

1ST - THE WALLS WHICH ARE ON THE LOT LINES SEPARATING THE INDIVIDUAL TOWNHOMES ARE HEREBY DECLARED TO BE A "COMMON WALL". THE TERM "COMMON WALL" INCLUDES EVERYTHING LOCATED WITHIN SUCH WALL (SUCH AS FRAMING, INSULATION, SOUNDPROOFING, PIPES, WIRES, JOISTS, JUNCTION BOXES, AND OTHER MATERIAL OR EQUIPMENT RELATED TO THE UTILITIES), AND BELOW THE WALL (SUCH AS THE SURFACE OF THE GROUND AND FOOTINGS LOCATED IN THE GROUND), AND ABOVE THE WALL (SUCH AS RAFTERS AND ROOF), AND ON THE SIDES OF THE WALL INCLUDING THE EXTERIOR SIDING.

2ND - IF THE "COMMON WALL" IS DAMAGED OR DESTROYED FROM ANY CAUSE WHICH IS NOT THE RESULT OF FAULT OR NEGLIGENCE OF EITHER OF THE OWNERS OR OTHER PERSONS USING THE ADJOINING HOUSES; OR IS THE RESULT OF THE JOINT OR CONCURRING FAULT OF EACH OWNER OR OTHER PERSONS OCCUPYING OR USING THEIR RESPECTIVE HOUSES, THEN EACH OWNER SHALL BE RESPONSIBLE FOR THE COST TO REPAIR THEIR PORTION OF THE WALL, EXCEPT FOR THOSE UTILITIES THAT ARE IN THE WALL AND COMMON TO BOTH HOUSES, THE REPAIR SHALL BE SHARED EQUALLY.

3RD - IF THE "COMMON WALL" IS DAMAGED OR DESTROYED FROM ANY CAUSE WHICH IS THE RESULT OF FAULT OR NEGLIGENCE OF EITHER OF THE OWNERS OR OTHER PERSONS USING THE ADJOINING HOUSES, THEN THAT RESPONSIBLE OWNER SHALL BEAR THE SOLE COST OF REPAIR OR RECONSTRUCTION.

4TH - WHEN NECESSARY TO REPAIR OR RECONSTRUCT THE "COMMON WALL", THE PARTIES TO THIS AGREEMENT SHALL HAVE THE RIGHT OF ENTRY FOR THAT PURPOSE.

5TH - THIS AGREEMENT SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING UPON ALL PARTIES AND THEIR HEIRS AND ASSIGNS FOREVER.



DATE: _____

CHADWICK WINTERS

LAND SURVEYING AND MAPPING

1422 N.W. 85TH ST., SEATTLE, WA 98117

PHONE: 206.297.0996
FAX: 206.297.0997
WEB: WWW.CHADWICKWINTERS.COM

SURVEY IN:
NE 1/4, SE 1/4, SEC. 24, T. 26 N., R. 3 E., W.M.
KING COUNTY, WASHINGTON

19-6507AX.DWG		
DRAWN BY: SAL	DATE: 01-05-21	PROJECT #: 19-6507
CHK. BY: RHW	SCALE: N/A	SHEET: 13 OF 14

357 DEGREES

SUBDIVISION NO. 3036792-LU

SEATTLE CITY LIGHT EASEMENT

CITY OF SEATTLE LAND USE ACTION NO. 3036792-LU
EASEMENT (OVERHEAD AND UNDERGROUND)
KING COUNTY ASSESSOR'S TAX PARCEL NO. 2426039037

THE OWNER OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS LAND USE ACTION ('GRANTOR') HEREBY GRANTS TO THE CITY OF SEATTLE ('GRANTEE') AND THE RIGHT, PRIVILEGE AND AUTHORITY (AN 'EASEMENT') TO INSTALL, CONSTRUCT, ERECT, RECONSTRUCT, ALTER, IMPROVE, REMOVE, REPAIR, REPLACE, ENERGIZE, OPERATE, AND MAINTAIN OVERHEAD AND UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES, WHICH MAY CONSIST OF, BUT ARE NOT LIMITED TO: POLES WITH BRACES, GUYWIRES AND ANCHORS, CROSS ARMS, TRANSFORMERS, DUCTS, VAULTS, MANHOLES, SWITCHES, CABINETS, CONTAINERS, CONDUITS, WIRES AND OTHER CONVENIENT APPURTENANCES NECESSARY TO MAKE SAID OVERHEAD AND UNDERGROUND DISTRIBUTION FACILITIES AN INTEGRATED ELECTRIC SYSTEM ('ELECTRIC SYSTEM'). ALL SUCH ELECTRIC SYSTEM SHALL BE LOCATED ACROSS, OVER, UPON AND UNDER THE REAL PROPERTY DESCRIBED WITHIN THIS LAND USE ACTION ('PROPERTY') SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AN EASEMENT OVER THE ENTIRE AREA OF THIS CITY OF SEATTLE SUBDIVISION NO. 3036792-LU; EXCEPT ANY PORTION THEREOF OCCUPIED BY PROPOSED BUILDINGS SHOWN ON SAID SUBDIVISION.

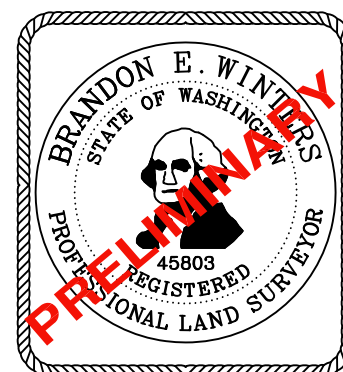
TOGETHER WITH GRANTEE'S AND ITS ASSIGNS' UNRESTRICTED RIGHT OF ACCESS TO AND FROM THE PROPERTY FOR THE PURPOSES OF EXERCISING ITS RIGHTS GRANTED HEREIN.

TOGETHER WITH GRANTEE'S AND ITS ASSIGNS' RIGHT TO CUT AND TRIM BRUSH, TREES OR OTHER PLANTS STANDING OR GROWING UPON THE PROPERTY WHICH, IN THE OPINION OF THE GRANTEE, INTERFERE WITH THE MAINTENANCE OR OPERATION OF, OR CONSTITUTE A MENACE OR DANGER TO, THE ELECTRIC SYSTEM.

GRANTOR, ITS SUCCESSORS AND ASSIGNS, COVENANTS AND AGREES THAT NO STRUCTURE OR FIRE HAZARDS WILL BE BUILT OR PERMITTED WITHIN THE EASEMENT AREA(S) DESCRIBED ABOVE; THAT NO DIGGING WILL BE DONE OR PERMITTED WITHIN THE PROPERTY WHICH WILL IN ANY MANNER DISTURB GRANTEE'S ELECTRIC SYSTEM OR ITS SOLIDITY OR UNEARTH ANY PORTION THEREOF; AND THAT NO BLASTING OR DISCHARGE OF ANY EXPLOSIVES WILL BE PERMITTED WITHIN FIFTY (50) FEET OF THE ELECTRIC SYSTEM.

THE CITY OF SEATTLE SHALL BE RESPONSIBLE, AS PROVIDED BY LAW, FOR ANY DAMAGE TO THE GRANTOR THROUGH ITS NEGLIGENCE IN THE CONSTRUCTION, MAINTENANCE AND OPERATION OF THE ELECTRIC SYSTEM.

THE RIGHTS, TITLE, PRIVILEGES AND AUTHORITY HEREBY GRANTED SHALL CONTINUE AND BE IN FORCE UNTIL THE GRANTEE PERMANENTLY REMOVES ITS ELECTRIC SYSTEM FROM THE PROPERTY OR PERMANENTLY ABANDONS THE ELECTRIC SYSTEM, AT WHICH TIME ALL SUCH RIGHTS, TITLE, PRIVILEGES AND AUTHORITY HEREBY GRANTED SHALL TERMINATE.



DATE: _____

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SURVEY IN:

**NE 1/4, SE 1/4, SEC. 24, T. 26 N., R. 3 E., W.M.
KING COUNTY, WASHINGTON**

19-6507AX.DWG

DRAWN BY: SAL

DATE: 01-05-21

PROJECT #: 19-6507

CHK. BY: RHW

SCALE: N/A

SHEET: 14 OF 14



Legislation Text

File #: CB 120406, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE approving and confirming the plat of “357 Degrees” in portions of the Northeast Quarter of the Southeast Quarter of Section 24, Township 26 North, Range 3 East, W.M. in King County, Washington.

WHEREAS, a proposed plat of “357 Degrees” has been submitted for approval to the Seattle Department of Construction and Inspections (SDCI) and given the Permit No. 3036792-LU; and

WHEREAS, following review and recommendations by the various City departments that have jurisdiction in this matter and a public hearing by the Hearing Examiner of The City of Seattle on December 8, 2021, the Hearing Examiner approved the preliminary plat of “357 Degrees” subject to certain conditions on December 15, 2021; and

WHEREAS, SDCI has confirmed that the preliminary plat conditions have been satisfied; and

WHEREAS, the Director of Transportation and the Director of SDCI report that the plat of “357 Degrees,” a copy of which is in Clerk File 314468, is now complete and ready for City Council approval; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The plat of “357 Degrees,” in portions of the Northeast Quarter of the Southeast Quarter of Section 24, Township 26 North, Range 3 East, W.M. in King County, Washington, is legally described as follows:

Parcels A, B, C, and D of the City of Seattle Short Subdivision No 3034269-LU, Volume 439 of Surveys, Page 198, Records of King County Auditor

Section 2. With respect to the plat of “357 Degrees,” together with any interest in abutting streets, as executed by James A. Sprott as Managing Member and approved by the Director of Transportation and the Director of the Seattle Department of Construction and Inspections, the following findings are made:

A. The final plat is in substantial conformance with the approved preliminary plat; and

B. When both the King County Assessor and King County Finance Division have affixed their certifications as required by RCW 58.17.160(4), the requirements of State law and City ordinances that were in effect at the time of preliminary plat approval will also have been satisfied by the subdivider; and

C. The public use and interest will be served by the establishment of the plat, and the plat makes appropriate provision for the public health, safety, and general welfare.

Section 3. The plat of “357 Degrees,” in portions of the Northeast Quarter of the Southeast Quarter of Section 24, Township 26 North, Range 3 East, W.M. in King County, Washington, is in all respects approved and the plat confirmed and accepted, subject to certification by the King County Assessor and King County Finance Division, and the City Clerk is authorized and directed to execute a certificate upon the face of such plat attesting to the approval thereof as evidenced by enactment of this ordinance.

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 _____ day of _____, 2022, and signed by me in open session in authentication of its passage this _____ day of _____, 2022.

President _____ of the City Council

Approved / returned unsigned / vetoed this ____ day of _____, 2022.

Bruce A. Harrell, Mayor

Filed by me this ____ day of _____, 2022.

Elizabeth M. Adkisson, Interim City Clerk

(Seal)

Attachments:

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Department of Transportation	Jack Holliday 206-681-6804	Christie Parker 206-684-5211

** 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 approving and confirming the plat of “357 Degrees” in the portions of Northeast Quarter of Southeast Quarter of Section 24, Township 26 North, Range 3 East, W.M. in King County, Washington.

Summary and Background of the Legislation: This legislation approves the division of Parcels A, B, C, and D of the City of Seattle Short Subdivision No. 3034269-LU, Volume 439 of Surveys, Page 198, Records of King County Auditor into 33 parcels (Unit Lot 1 to Unit Lot 33). The Hearing Examiner held a public hearing on December 8, 2021 and issued their approval of the preliminary plat on of the unit lot subdivision on December 15, 2021.

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.

Are there financial costs or other impacts of *not* implementing the legislation?
No.

4. OTHER IMPLICATIONS

- a. Does this legislation affect any departments besides the originating department?
The Seattle Department of Construction and Inspections is also involved in this subdivision action.

b. Is a public hearing required for this legislation?

No. A public hearing was required at the preliminary subdivision stage and this occurred on December 8, 2021.

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?

Yes. See Parcel A of 13333 Greenwood Ave N, Parcel B of 13331 Greenwood Ave N, Parcel C of 13329 Greenwood Ave N, and Parcel D of 13327 Greenwood Ave N. See Attachment A for a reference map.

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?

There are no perceived Race and Social Justice Initiative implications.

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)?

This legislation does not include a new initiative or programmatic expansion.

Summary Attachments:

Summary Attachment A – Vicinity Map

August 18, 2022

MEMORANDUM

To: Seattle City Council
From: Lish Whitson, Analyst
Subject: Council Bill 120406 and Clerk File 314468: 357 Degrees Subdivision

On Tuesday, September 6, the City Council (Council) will consider [Council Bill \(CB\) 120406](#) and Clerk File (CF) 314468. Passage of the CB and filing of the CF would grant final approval of the 357 Degrees plat, which is located at 13333 Greenwood Avenue N in the Broadview/Bitter Lake neighborhood in Council District 5. The plat will facilitate the division of a development site into 33 unit lots to facilitate the sale of individual townhouse units. The project includes 33 townhouses in eight structures.

Final approval of a plat is a legislative act unless the Council has delegated that review to another body. Council's review of a final plat is limited to certifying that the plat has met conditions that have previously been placed on the plat by the Seattle Hearing Examiner. Under Washington State Law, Council is required to act within 30 days of filing of the final plat. Because Council's purview is constrained both in time and substance, Council routinely considers final plat ordinances, like the 357 Degrees plat, at a City Council meeting without consideration at committee. The bill is necessary to allow the 357 Degree's townhouses, which have been built, to be sold as individual units.

The Seattle Department of Transportation (SDOT), the Seattle Department of Construction and Inspections (SDCI) and Council Central Staff have confirmed that the plat would meet all applicable conditions and recommends that the Council grant final approval (this requires a "do pass" vote on CB 120406 and also a vote to "place on file" CF 314468.)

The following is an overview of the plat process and a description of the plat. The Hearing Examiner's "Findings and Decision" documents for the preliminary plat approval are attached, and a map is provided for informational purposes.

Overview of Process

The Revised Code of Washington (RCW) [58.17.140](#) requires that Council grant final plat approval for subdivisions within 30 days of filing of the final plat by the owner. Generally, the Council grants such approval after completion of the following steps:

1. SDCI issuance of a Master Use Permit and other project approvals;
2. Hearing Examiner approval of the preliminary plat approval, usually subject to conditions (the Hearing Examiner holds a public hearing prior to issuing a decision);

3. Developer’s construction of site infrastructure (this includes construction of roadways and installation of utilities);
4. SDOT and SDCI review of the final plat to confirm that all the applicable requirements have been met and transmit final plans and legislation to Council; and
5. Council determination that applicable requirements have been met or can be met if a bond is posted.

Final plat approval requires votes on both a Council Bill and a Clerk File. Both are referred directly to Council because of the short deadline for approval under the RCW.

When reviewing final plats, Seattle Municipal Code (SMC) [23.22.074](#) A requires the Council to determine that:

1. The final plat is in substantial conformance with the approved preliminary plat;
2. The requirements imposed when the preliminary plat was approved have been met;
3. The bond, if required by the City, is sufficient in its terms to assure that the improvements will be completed; and
4. The applicant has satisfied the requirements of Washington State Law and the SMC that were in effect at the time of preliminary plat approval.

Description of the 357 Degrees Plat

The 357 Degrees plat is located at 13333 Greenwood Avenue N in the Broadview/Bitter Lake neighborhoods. The project is located on the west side of Greenwood Avenue N, north of N 132nd Street. The project is located due west of Bitter Lake and across the street from N 134th Street.

The approximately 50,723 square foot site is currently composed of one parcel.¹ The site is zoned Lowrise 3 and an (M) Mandatory Housing Affordability designation (LR3 (M)). Abutting properties to the north, south and east are also zoned LR3 (M). The LR3 (M) district extends to the north and south along both sides of Greenwood Avenue N between N 125th Street and N 143rd Street. Properties to the west of the site are currently zoned Neighborhood Residential 2.²

The plat would divide one parcel into 33 unit lots containing townhouses. The unit lots would range in size from 952 to 2,516 square feet. Development of the site was permitted under permit 6722050-CN. This plat is only for the purpose of allowing sale or lease of the units.

¹ Three parcels, addressed as 13327, 13329, and 13331 Greenwood Avenue N, Residential 2, were previously removed from the parcel addressed as 13333 Greenwood Avenue N as part of a separate short subdivision ([3034269-LU](#)).

² These areas were zoned Single Family 7200 at the time of the application.

Each unit has its own parking space, accessed off a common driveway easement that runs through the middle of the site and also serves three single-family houses to the west of the property. Pedestrian access to the units would be provided by this same easement, as well as common amenity easement areas located on the north, south and west sides of the site and through the center of the site. Other easements would provide for: utility and emergency access; electrical, telephone, and cable TV access; an address easement; the location of an address sign; and a separate Seattle City Light access easement. The plans also include: easement maintenance agreements; acknowledgement of a homeowners' association; a joint use/maintenance agreement; and a common wall agreement.

The SDCI Director recommended approval of the preliminary plat with one condition on November 8, 2021. On December 15, 2021, the Seattle Hearing Examiner recommended approval of the plat with the following condition:

Prior to Final Plat Approval:

1. The approved Declaration of Covenants, Conditions, Restrictions, and Easements (currently noted as 'Declaration of Covenants, Conditions and Restrictions for 357 Degrees' and 'Declaration of Covenant for Uses, Aesthetics and Easement Maintenance') shall be recorded at King County and the recording number provided on the final plat documents.

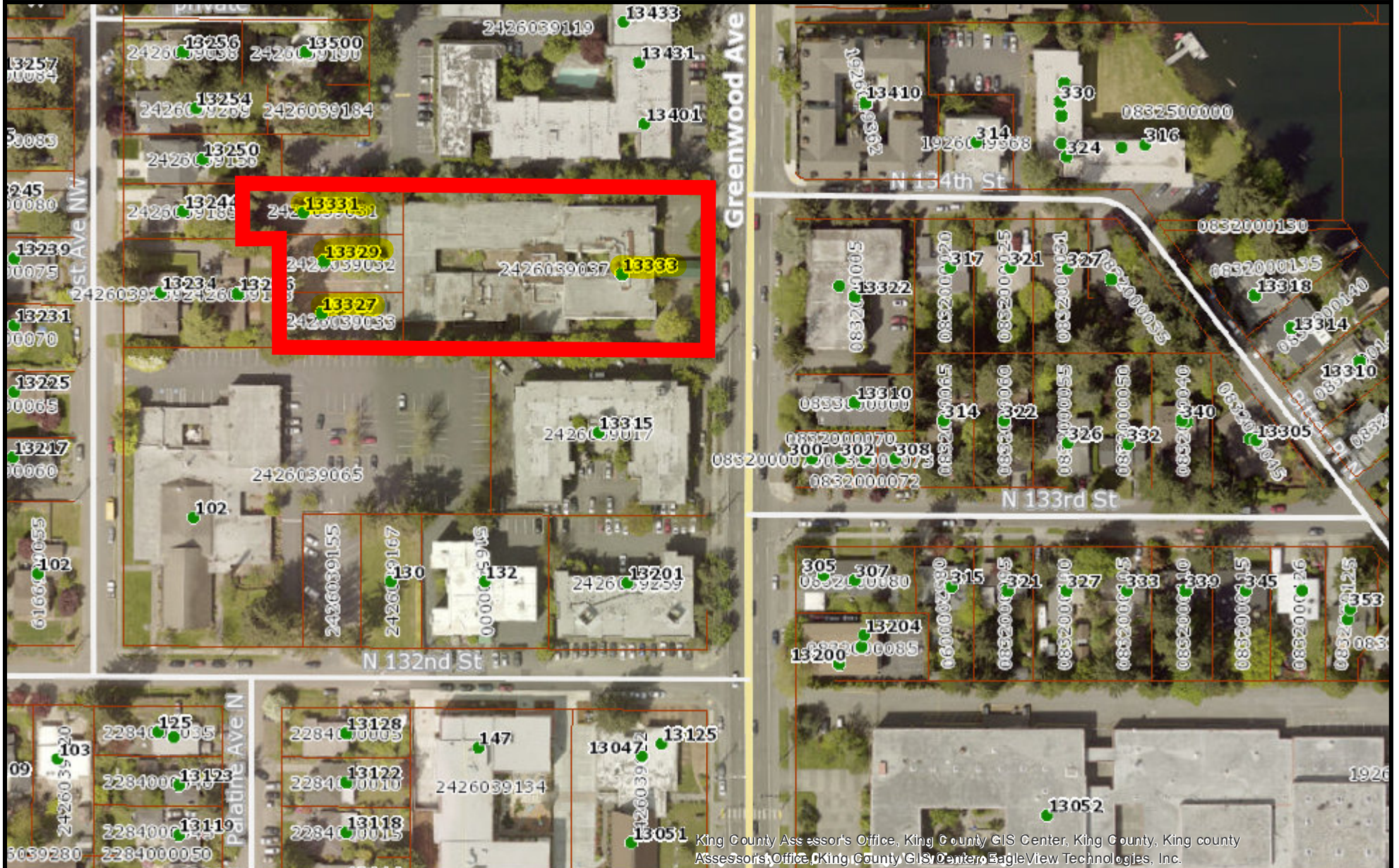
The Directors of SDOT and SDCI have confirmed that the plat meets all the requirements of the preliminary plat approval, as well as the requirements of Washington State platting law and the SMC. Consequently, SDOT prepared the CB for Council review and action. Central Staff has reviewed the final plat and legislation and recommends that the Council grant final plat approval.

Attachments:

1. Vicinity Map - 357 Degrees Plat
2. Findings and Decision of the Seattle Hearing Examiner

cc: Esther Handy, Director
Aly Pennucci, Deputy Director
Yolanda Ho, Lead Analyst

Attachment 1 - Vicinity Map - 357 Degrees Plat



King County Assessor's Office, King County GIS Center, King County, King county Assessor's Office, King County GIS Center, EagleView Technologies, Inc.

The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 3/2/2022



**FINDINGS AND DECISION
OF THE HEARING EXAMINER FOR THE CITY OF SEATTLE**

In the Matter of Application of

KELSEY ELLIOTT

for a Full Subdivision of Property at
13333 Greenwood Avenue North.

**Hearing Examiner File:
MUP-21-023 (SD)**

Department Reference:
3036792-LU

I. FINDINGS OF FACT

1. Project Overview. The Applicant seeks preliminary approval to subdivide a single parcel into 33 unit lots (“Plat”). The development includes 33 townhouse units in eight structures. For the unit lot subdivision, development standards will apply to the development site as a whole and not to the individual lots. The Plat allows for individual unit sale or lease. The Department of Construction and Inspections (“Department”) recommended conditioned approval. There were no SMC 23.76.024(D) requests for further Hearing Examiner consideration of the recommendation.

2. Hearing. The hearing was held remotely December 8, 2021, with the Applicant, Department, and members of the public provided a call-in number and internet link for participating. The Department appeared through Sr. Planner Ms. Neylon. The Applicant appeared through Ms. Elliott and its counsel, Mr. Olsen of Cairncross & Hempelmann PS.¹ No member of the public indicated a wish to comment. There were no reported difficulties with calling in to comment, but in case anyone did have difficulty, the record was kept open through December 9, 2021. No further comment was received.

3. Notice. The Department’s documented hearing notice met code.²

4. Exhibits. The Department and Applicant submitted Exhibits 1-32, which included the Department Recommendation, Department Master Use Permit Decision (including Administrative Design Review and State Environmental Policy Act, Ch. 43.21C RCW review), comments, proposed covenants/easements, and Plat. The Examiner admitted all exhibits.

5. Project Location and Site Description. The site is on Greenwood Avenue North’s west side between North 132nd Street and North 136th Street. The 50,723 square foot lot is relatively flat with no alley access. It was developed with a senior long and short-term care facility, which included several paved surface parking areas. The facility has been demolished. Ornamental trees are along the site perimeter, with three exceptional and 11 mature trees designated for

¹ The Applicant noted it was working on resolving a heat pump easement question. Resolution is anticipated and the parties indicated the record did not need to be kept open to further address the question.

² SMC 23.76.024(C); Exhibits 2 and 3; Testimony, Ms. Neylon.

retention. The site has no known topographical or subsurface hazard conditions and no known critical areas.³

6. Zoning. The site is zoned Multi-Family Low Rise 3 with an “M” Mandatory Housing Affordability suffix (LR3 (M)). The same zone surrounds the site on three sides, with Single Family 7200 square foot lot zoning to the west.

7. Other Permitting. The development project (“Project”) was subject to Administrative Design Review and building permits have been issued. Permit file numbers were detailed in the Department’s testimony and in its Recommendation.⁴

8. Public Comment. The Department received public comments (Exhibits 8-12 and 31). Concerns addressed parking (particularly for guests), the need for a community center, construction noise, and the need for a crosswalk/blinking light (or other safety precautions) for safe bus stop access. The earlier Master Use Permit decision, which included both the Administrative Design Review and SEPA decisions, largely addressed these questions.

The SEPA analysis found peak parking demand is for 32 vehicles. As this stall number is provided, the SEPA determination did not require additional parking.⁵ Parking policy is an ongoing issue for many projects, but for the Project, SEPA and the code are the authoritative sources for additional parking. As for the community center comment, the Project site is privately held property so the code does not provide authority to change the planned use from housing to community center, though there may be other feasible sites within the area. Construction noise was evaluated through SEPA and the City’s Noise Ordinance (SMC 25.08.425) provides mitigation.⁶ A crosswalk/blinking light improvement was not required through SEPA review, and frontage improvements including sidewalks are being installed. However, such a safety feature may benefit both Project and larger area residents and be appropriate at the noted location. If so, this pedestrian/transportation planning improvement could be broached with the Seattle Department of Transportation.

9. Agency Comment. The Plat proposal was circulated for agency review. If code requirements and conditions are met, approval was not objected to.

- Seattle/King County Public Health. Land use comment on solar exposure and ventilation.
- Seattle City Light. The City Light Easement is shown on the Preliminary Plat, sheet 16. No additional easements are now required.
- Seattle Office of Housing. No comment.
- Seattle Parks and Recreation. No comment.

³ See SMC 23.22.050; Exhibit 1 (Department Recommendation), p. 5.

⁴ Exhibit 1 (Department Recommendation), pp. 1-2; Testimony, Ms. Neylon.

⁵ Exhibit 27 (Master Use Permit), p. 22.

⁶ Exhibit 27 (Master Use Permit), p. 20.

- Seattle Public Utilities. Approval provided with Water Availability Certificate #20192059.
- Seattle Fire Department. Approval contingent on fire apparatus access road being designed and installed as shown on the plan and consistent with the Seattle Fire Code, including but not limited to surface material, load capabilities, width, etc. The road shall be marked with fire lane signs as the SFC requires.
- Sound Transit. No impact on Sound Transit plans.
- King County Metro Transit Division. No impacts to the existing bus stop and associated facilities was confirmed.
- King County Wastewater Treatment Division. No comment.
- Seattle Department of Transportation. Approval provided.
- Department Structural/Ordinance Review. Approval provided.
- Department Drainage Review. Approval provided.

10. Dedications. Street right of way abutting the site is adequate for supporting public infrastructure. Excepting City Light which required an easement, other on-site utility extensions and connections are private facilities with easements or covenants to ensure maintenance. Further dedications are not needed.

11. Street Improvements and Access. Street improvements include new sidewalks, street trees, curb ramps, pavement restoration, and water and sewer connections. Improvements are within the existing right-of-way along the Greenwood Avenue North frontage and are being reviewed under Street Improvement Permit #415782. One ADA curb ramp will be near the northern edge of the frontage, as an access to the 'T' intersection of North 134th Street with Greenwood Avenue North. A receiving ADA ramp will be on Greenwood Avenue North's east side.

Vehicle access is via one shared driveway located midway on the east property line. Two driveway easements (Easements 'Y' and 'Z') and an existing easement at the site's southwest provide access to the individual garage parking stalls on each unit lot. Long-term bicycle parking is provided with the garages. The central existing access easement also provides vehicle access to the three single-family lots to the west. Pedestrian access to the seven rowhouses facing Greenwood Avenue North is from the public sidewalk. All other townhouse units can be accessed by way of two existing Access Easements or via two Amenity Easements.

12. Concurrency/Ch. 23.52 SMC. The unit lot subdivision allows the sale or lease

of individual unit lots with previously permitted townhomes that are under construction. The land division does not alter transportation levels of service or allow increased development that would change levels-of-service.

13. Parking. Each townhouse unit has a single parking stall.

14. School Walking Conditions. The Applicant documented safe walking conditions along anticipated paths to public grade schools (K-12) within the vicinity and considered the Seattle School District's safe route standards.⁷

15. Open Space. Directly accessible, private usable open space is provided for each unit on the same lot it serves, with common amenity areas demarcated on the Plat.

16. Critical Areas. The site is not within a flood-prone area and no critical areas are on site.⁸

17. State Environmental Policy Act, Ch. 43.21C RCW. The Department's Determination of Non-Significance was not appealed.

18. Easement/Covenants. Access easements and covenants address joint use and maintenance issues. They address pedestrian access; vehicular access; joint use/maintenance; waste storage; signage; common amenities; and, utility and emergency access. Easements and agreements are provided with the preliminary plat and will be executed with the recording of the final plat documents.

19. Department Recommendation and Plat Condition. The Department determined the Plat will meet all development standards for the zone and recommended approval with one condition on covenant/easement recordation. The Applicant did not object to the condition. It should be imposed to ensure necessary restrictions are retained following property transfer. The Department Recommendation is incorporated.

SECTION II. CONCLUSIONS OF LAW

1. The Hearing Examiner has jurisdiction over preliminary plat decisions.⁹ Criteria used for determining whether an application should be approved include an assessment of the public use and interest. That assessment is largely based on infrastructure adequacy, including the road system, utilities, and basic services to support the Plat.

The Hearing Examiner shall inquire into the public use and interest proposed to be served by the establishment of the subdivision and dedication. The Hearing Examiner shall consider all relevant facts to determine whether the public interest will be served by the subdivision and dedication, and if it finds that the proposed

⁷ Exhibit 1 (Department Analysis and Recommendation), p. 10; Exhibit 24; Testimony, Ms. Neylon.

⁸ SMC 23.22.056.

⁹ Chapters 23.76 and 23.22 SMC

plat makes appropriate provision for the public health, safety and general welfare and for open spaces, drainage ways, streets, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, fire protection facilities, parks, playgrounds, sites for school and schoolgrounds, sidewalks and other planning features that assure safe walking conditions for students who walk to and from school, is designed to maximize the retention of existing trees, and that the public use and interest will be served by the platting of subdivision, then it shall be approved. ...¹⁰

2. Similar considerations are at SMC 23.22.052, which provides for “dedication of drainage ways, streets, alleys, pedestrian access and circulation, easements, slope rights, parks and other public open spaces ... as may be required to protect the public health, safety and welfare.”¹¹ The Plat addresses these considerations. There is adequate provision for drainage, streets, safe walking conditions, and pedestrian access and circulation (including through the frontage improvements). Easements for common usage and maintenance are provided. Light, air, and usable open space between the structures are provided. Private easements for access and utilities adequately support the Plat.

3. Unit lot subdivisions must also meet specific requirements.

The provisions of this Section 23.22.062 apply exclusively to the unit subdivision of land for residential development....

... The development as a whole shall meet development standards applicable at the time the permit application is vested. As a result of the subdivision, development on individual unit lots may be nonconforming as to some or all of the development standards based on analysis of the individual unit lot, except that any private usable open space or private amenity area for each dwelling unit shall be provided on the same unit lot as the dwelling unit it serves.

Subsequent platting actions, additions or modifications to the structure(s) may not create or increase any nonconformity of the parent lot.

Access easements and joint use and maintenance agreements shall be executed for use of common garage or parking areas, common open space (such as common courtyard open spaces for cottage housing), and other similar features, as recorded with the King County Recorder. For common parking areas and garages, access easements and joint use and maintenance agreements shall include the right to use any required electric vehicle charging infrastructure and the terms of use.

Within the parent lot, required parking for a dwelling unit may be provided on a different unit lot than the lot with the dwelling unit, as long as the right to use that

¹⁰ SMC 23.22.054(A).

¹¹ SMC 23.22.052(A).

parking is formalized by an easement on the plat, as recorded with the King County Recorder.

The fact that the unit lot is not a separate buildable lot and that additional development of the individual unit lots may be limited as a result of the application of development standards to the parent lot shall be noted on the plat, as recorded with the King County Recorder.¹²

These requirements are met. The unit lot subdivision will meet the development standards applicable to the parent lot. Parking is provided. Easements and private, usable open space are provided, and the required disclosures and joint use and maintenance agreement are provided on the plat face.

4. The Plat makes appropriate provision for open spaces, drainage ways, streets, transit stops, potable water, sanitary wastes, fire protection facilities, parks and playgrounds, and sidewalks that assure safe walking conditions for students who walk to and from school. The Plat makes appropriate provisions for public health, safety, and general welfare.

5. The Plat will promote individual ownership of the units, which will be constructed in a configuration compatible with the surrounding neighborhood. As conditioned, the Plat will serve the public use and interest.

SECTION III. DECISION

The preliminary subdivision is **APPROVED** subject to this condition:

Prior to Final Plat Approval:

1. The approved Declaration of Covenants, Conditions, Restrictions, and Easements (currently noted as ‘Declaration of Covenants, Conditions and Restrictions for 357 Degrees’ and ‘Declaration of Covenant for Uses, Aesthetics and Easement Maintenance’) shall be recorded at King County and the recording number provided on the final plat documents.

Entered December 15, 2021.

/s/ Susan Drummond
Susan Drummond
Deputy Hearing Examiner

¹² SMC 23.22.062(A-F).

Concerning Further Review

NOTE: It is the responsibility of the person seeking to appeal a Hearing Examiner decision to consult Code sections and other appropriate sources, to determine applicable rights and responsibilities.

The Hearing Examiner's decision in this case is the final decision for the City of Seattle. In accordance with RCW 36.70C.040, a request for judicial review of the decision must be commenced within twenty-one (21) days of the decision issuance date unless a motion for reconsideration is filed, in which case a request for judicial review of the decision must be commenced within twenty-one (21) days of the date the order on the motion for reconsideration is issued.

The person seeking review must arrange for and initially pay for preparing a verbatim transcript of the hearing. Instructions for preparation of the transcript are available from the Office of Hearing Examiner. Please direct all mail to: PO Box 94729, Seattle, Washington 98124-4729. Office address: 700 Fifth Avenue, Suite 4000. Telephone: (206) 684-0521.

**BEFORE THE HEARING EXAMINER
CITY OF SEATTLE**

CERTIFICATE OF SERVICE

I certify under penalty of perjury under the laws of the State of Washington that on this date I sent true and correct copies of the attached **Findings and Decision** to each person listed below, or on the attached mailing list, in the matters of **KELSEY ELLIOTT**, Hearing Examiner Files: **MUP-21-023 (SD)** in the manner indicated.

Party	Method of Service
Applicant Kelsey Elliott Chadwick & Winters Land Surveying 206-297-0996 kelseye@chadwickwinters.com	<input type="checkbox"/> U.S. First Class Mail, postage prepaid <input type="checkbox"/> Inter-office Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Legal Messenger
Department Theresa Neylon SDCI 206-615-0179 theresa.neylon@seattle.gov	<input type="checkbox"/> U.S. First Class Mail, postage prepaid <input type="checkbox"/> Inter-office Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Legal Messenger
Property Owner Jim Sprott Pulte Group 425-216-3493 jim.sprott@pultegroup.com	<input type="checkbox"/> U.S. First Class Mail, postage prepaid <input type="checkbox"/> Inter-office Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Legal Messenger
Mailing Nathan Torgelson nathan.torgelson@seattle.gov Sam Zimbabwe sam.zimbabwe@seattle.gov Ketil Freeman	<input type="checkbox"/> U.S. First Class Mail, postage prepaid <input type="checkbox"/> Inter-office Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Legal Messenger

<p>ketil.freemean@seattle.gov</p> <p>Roger Wynne roger.wynne@seattle.gov</p> <p>Janet Oslund janet.oslund@seattle.gov</p> <p>SDCI LUIB SCI_LUIB@seattle.gov</p> <p>SDCI Routing Coordinator SCI_Routing_Coordinator@seattle.gov</p>	
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Dated: December 15, 2021

/s/ Galen Edlund-Cho
Galen Edlund-Cho
Legal Assistant

3036792-LU

kelseye@chadwickwinters.com
Lance.Adams@PulteGroup.com
Jim.Sprott@PulteGroup.com
Theresa.Neylon@seattle.gov
countryredneck001@yahoo.com
gmeiner.k@gmail.com
j.leigh.reddy@gmail.com
machete.reddy@gmail.com
Rose.McCracken@kingcounty.gov
deloresjensen@comcast.net

EHRlich LEA K
132 N 132ND ST #302
SEATTLE WA 98133



Legislation Text

File #: CB 120407, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE appropriating money to pay certain claims for the week of August 8, 2022 through August 12, 2022 and ordering the payment thereof; and ratifying and confirming certain prior acts.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Payment of the sum of \$24,518,887.58 on PeopleSoft 9.2 mechanical warrants numbered 4100599426 - 4100602339 plus manual or cancellation issues for claims, e-payables of \$49,455.55 on PeopleSoft 9.2 9100012234 - 9100012270 and electronic financial transactions (EFT) in the amount of \$73,269,381.23 are presented to the City Council under RCW 42.24.180 and approved consistent with remaining appropriations in the current Budget as amended.

Section 2. RCW 35.32A.090(1) states, “There shall be no orders, authorizations, allowances, contracts or payments made or attempted to be made in excess of the expenditure allowances authorized in the final budget as adopted or modified as provided in this chapter, and any such attempted excess expenditure shall be void and shall never be the foundation of a claim against the city.”

Section 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 the City Council the 6th day of September, 2022, and signed by me in open session in authentication of its passage this 6th day of September, 2022.

President _____ of the City Council

Approved / returned unsigned / vetoed this ____ day of _____, 2022.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

Elizabeth M. Adkisson, Interim City Clerk

(Seal)



Legislation Text

File #: CB 120408, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE appropriating money to pay certain claims for the week of August 15, 2022 through August 19, 2022 and ordering the payment thereof; and ratifying and confirming certain prior acts.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Payment of the sum of \$17,808,636.62 on PeopleSoft 9.2 mechanical warrants numbered 4100602341 - 4100603900 plus manual or cancellation issues for claims, e-payables of \$57,696.54 on PeopleSoft 9.2 9100012271- 9100012303, and electronic financial transactions (EFT) in the amount of \$39,664,230.73 are presented to the City Council under RCW 42.24.180 and approved consistent with remaining appropriations in the current Budget as amended.

Section 2. Payment of the sum of \$56,852,221.47 on City General Salary Fund mechanical warrants numbered 51368932 - 51369799 plus manual warrants, agencies warrants, and direct deposits numbered 340001 - 342820 representing Gross Payrolls for payroll ending date August 16, 2022, as detailed in the Payroll Summary Report for claims against the City that were reported to the City Council August 25 , 2022, is approved consistent with remaining appropriations in the current budget as amended.

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

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

ratified and confirmed.

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

Passed by the City Council the 6th day of September, 2022, and signed by me in open session in authentication of its passage this 6th day of September, 2022.

President _____ of the City Council

Approved / returned unsigned / vetoed this ____ day of _____, 2022.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

Elizabeth M. Adkisson, Interim City Clerk

(Seal)



Legislation Text

File #: CB 120409, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE appropriating money to pay certain claims for the week of August 22, 2022 through August 26, 2022 and ordering the payment thereof; and ratifying and confirming certain prior acts.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Payment of the sum of \$23,627,504.90 on PeopleSoft 9.2 mechanical warrants numbered 4100603901 - 4100606635 plus manual or cancellation issues for claims, e-payables of \$326,540.95 on PeopleSoft 9.2 9100012304 - 9100012349 and electronic financial transactions (EFT) in the amount of \$52,647,874.62 are presented to the City Council under RCW 42.24.180 and approved consistent with remaining appropriations in the current Budget as amended.

Section 2. RCW 35.32A.090(1) states, “There shall be no orders, authorizations, allowances, contracts or payments made or attempted to be made in excess of the expenditure allowances authorized in the final budget as adopted or modified as provided in this chapter, and any such attempted excess expenditure shall be void and shall never be the foundation of a claim against the city.”

Section 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 the City Council the 6th day of September, 2022, and signed by me in open session in authentication of its passage this 6th day of September, 2022.

President _____ of the City Council

Approved / returned unsigned / vetoed this ____ day of _____, 2022.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

Elizabeth M. Adkisson, Interim City Clerk

(Seal)



Legislation Text


File #: Appt 02248, **Version:** 1

Appointment of Kateri Joe as member, Families, Education, Preschool, and Promise Levy Oversight Committee, for a term to December 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Kateri Joe		
Board/Commission Name: Families, Education, Preschool, and Promise Levy Oversight Committee		Position Title: Member
<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: <i>Fill in appointing authority</i>	Term of Position: * 1/1/2022 to 12/31/2024 <input type="checkbox"/> Serving remaining term of a vacant position	
Residential Neighborhood:	Zip Code: 98002	Contact Phone No.: [REDACTED]
Background: Currently, my professional role is a Tribal Engagement Manager at Treehouse. In this role I have worked to build relationships with the tribal communities across Washington state. We currently serve 4 tribes and aspiration to serve all 29 federally recognized in the future. Through my work I recognize how many different institutional structures/ pathways impact the tribal youth in the foster care system. This work has taught me, to serve our youth in a good way you have to work collaboratively with several departments, organizations and coalitions to build a community network. I would love to discuss increase support for our Indigenous students in the public school system. I would love to see culturally appropriate training for school staff in public school systems. I know that there has been strides in the Since Time Immemorial curriculum for schools. I would love enhanced training for school staff to better understand historical trauma and how that can present in BIPOC and especially Indigenous students.		
Authorizing Signature (original signature):  Date Signed (appointed): 4/14/2022	Appointing Signatory: Bruce A. Harrell Mayor of Seattle	

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



Kateri Joe

Education 2017- 2020 University of Washington Tacoma, WA

Master of Social Work

graduated: June 2020
Cumulative GPA: 3.82

2010- 2013 Fort Lewis College Durango, Co

Bachelor in Sociology and Human Services, and Minor in Native American and Indigenous Studies

- Graduated Magna Cum laude
Dean's List 2012
Secretary of Native American Honors Society 2012

Professional 2/20- present Treehouse
2100 24th Ave S #200, Seattle, WA 98144

Experience **Tribal Engagement Manager**

Work to develop relationships with local tribal nations and tribal communities across Washington State. Provide culturally appropriate training to staff across organization. Develop programming to support educational opportunity for youth experiencing tribal foster care. Work collaboratively with other non-profits and organizations working to support youth in tribal jurisdiction.

Professional 9/17- present Treehouse
2100 24th Ave S #200, Seattle, WA 98144

Experience **Senior Education Specialist**

- Maintain organization of personal caseload remotely, Monitor student patterns of attendance, behavior and performance. Build positive working relationship with students, social workers, caregiver and school staff. Refer and encourage resource coordination to meet student needs. Advocate for student educational rights are met in appropriate education services and discipline.

Professional 1/15- 9/17 Catholic Family and Child Services
145 S. Worthen st Wenatchee, WA 98801

Experience **Mental Health Case Manager**

- Maintain organization of personal caseload, use evidence based counseling strategies (Illness Management and Recovery, Mindfulness Interviewing) and provides empathic listening to diverse cliental, complete reassessment paperwork, document with Avatar program about client sessions and progress, creating treatment plans

for recovery; connect clients and to appropriate community resources and coordinate client care with multiply agencies.

Professional

07/13-1/2015 Swinomish Tribe
11404 Moorage Way La Conner, WA 98257

Experience

Assistant to Cultural Director

- Assisting Cultural Director with daily calls, meeting facilitation, paperwork, and general tasks. Creation of digital and paper forms, applications, data sheets, event advertisements, employee timesheet, etc. Managed event staff tasks, hours, and breaks. Maintained office and storage inventory while creating a friendly and efficient front office. Participated in Cultural, Language, Education, and Swinomish Days committees. Mentoring tribal youth in cultural practices, instruct traditional dancing and Pow Wow protocol.

05/10 - 06/13 Our Lady of Guadalupe School
3401 SW Myrtle St, Seattle, WA 98126

Experience

Daycare Counselor

- Preparing and distributing healthy snacks to youth. Providing a happy and safe environment while multi-tasking to accomplish daily tasks. Creating fun and character building activities designed to build bonds between youth and staff. Teach youth diverse, and culturally sensitive activities.

05/07 – 09/09 Group Health Cooperative
12401 E Marginal Way S, Tukwila, WA 98168

Experience

Patient Care Representative

- Answering and routing calls phone system in order to greet and schedule patients appointments depending up urgency and significance of symptoms of desired department, calling patients to remind them of appointments, handling billing, verifying patients insurance eligibility, maintain up to date patient registration and account billings

07/04 -10/07 I-Wa-Sil Boys and Girls Club
Seattle, WA

Experience

Education Specialist, Mentor Coordinator, and Cultural Specialist

- Work and communicate effectively in an urban Native American Focus organization while building rapport with both at-risk youth and community. Recruit and match Native American mentors to Boys and Girls Club Youth. Hold club members accountable for completion of homework and daily tasks, and tutor those in need of extra assistance. Maintain calm and organization in high stress environment for the safety of child. Organize and chaperone daily outings and major fieldtrips. Teach Native American Pow-Wow culture including,

dancing, beading, protocol and history.

Awards received

Case Manager of the Month (Catholic Family 2015)

Certifications

Mindfulness (12 hour accreditation)

Suicide Prevention (6 hour accreditation)

Motivational Interviewing (12 hours accreditation)

Families, Education, Preschool, and Promise Levy Oversight Committee

17 Members: Pursuant to Ordinance 125604, 12 members subject to City Council confirmation, staggered-year terms:

- 6 City Council-appointed 3-year terms, subject to City Council confirmation
- 6 Mayor-appointed 3-year terms, subject to City Council confirmation
- 5 Other Appointing Authority-appointed (specify): Ordinance 125604

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
1	F	2	1.	Member	Erin Okuno	1/1/20	12/31/22	2	Council
		2	2.	Member	Vacant	1/1/20	12/31/22	1	Council
3	F	2	3.	Member	Manuela Slye	1/1/21	12/31/24	1	Council
6	F	1	4.	Member	Jennifer Matter	1/1/19	12/31/21	1	Council
2	M	2	5.	Member	Donald Felder	1/1/19	12/31/21	1	Council
2	F	N/A	6.	Member	Kimberly Walker	1/1/21	12/31/22	2	Council
		N/A	7.	Member	Kateri Joe	1/1/22	12/31/24	1	Mayor
		7	8.	Member	Linda Thompson Black	1/1/22	12/31/24	1	Mayor
1	F	N/A	9.	Member	Susan Lee	1/1/19	12/31/22	1	Mayor
2	M		10.	Member	Marques Gittens	1/1/21	12/31/22	1	Mayor
2	F	4	11.	Member	Stephanie Gardner	1/1/20	12/31/23	1	Mayor
			12.	Member	Evan M. Smith	1/1/22	12/31/24	1	Mayor
9	M	N/A	13.	Mayor	Bruce A. Harrell	N/A	N/A	1	Ordinance 125604
3	F	N/A	14.	Neighborhoods, Education, Civil Rights and Culture	Tammy Morales	N/A	N/A	1	Ordinance 125604
2	M	N/A	15.	School District Superintendent	Brent Jones	N/A	N/A	1	Ordinance 125604
1	F		16.	School District Board Member	Victoria Song Maritz	N/A	N/A	1	Ordinance 125604
1	M	5	17.	Chancellor of Seattle Colleges	Shouan Pan	N/A	N/A	1	Ordinance 125604

SELF-IDENTIFIED DIVERSITY CHART

	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	2			1	2							
Council	1	4			1	2	1			1			
Other	3	2			2	1	1						1
Total	5	8			4	5	3			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 02249, **Version:** 1

Appointment of Evan M. Smith as member, Families, Education, Preschool, and Promise Levy Oversight Committee, for a term to December 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Evan M. Smith</i>		
Board/Commission Name: <i>Families, Education, Preschool, and Promise Levy Oversight Committee</i>		Position Title: <i>Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * 1/1/2022 to 12/31/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: Leschi	Zip Code: 98122	Contact Phone No.: [REDACTED]
Background: My interest in joining a Seattle Commission is twofold. Professionally, I have had the opportunity to work across the public, non-profit, private and political sectors. I have a wealth of experiences that inform a broader perspective of how each of these worlds overlap to form a healthy and dynamic ecosystem. Personally, as a partner in a multi-racial marriage, a father of a multi-racial daughter and a citizen of Seattle, I am driven to serve my community today to continue to shape an even better and more equitable future for my family and my fellow citizens.		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 4/14/2022		Appointing Signatory: <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>

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

EVAN M. SMITH

EXPERIENCE

2017 – Present Starbucks

Seattle, W.A.

Vice President, Technology Strategy and Business Transformation

- Direct report to CTO, serving as Chief of Staff with responsibility for developing and integrating technology strategy, building business operations and communications (internal and external) support
- Lead teams driving technology strategy, communications, vendor management, financial management and business transformation to define and integrate technology work with c-suite enterprise ambitions
- Restructured technology organization around products and services delivery model, driving greater internal operational coherence and aligning technology work with Starbucks business outcomes
- Built Inclusion and Diversity (I&D) strategy for technology group, standing up I&D council, team and driving forward strategy to increase talent pipeline and enhance current employee experience
- Relunched communications strategy to deepen employee engagement of 1,500 technology employees

General Manager, Starbucks Delivery

- Operated Starbucks delivery program, owning day-to-day execution; directed partnership with Uber Eats, while coordinating 200+ Starbucks partners across marketing, retail operations, finance, product, packaging, R&D, technology, data and analytics departments to drive responsible, high-impact program footprint and revenue growth; recognized for performance with leadership award from Starbucks CEO
- Scaled delivery channel from one market to national scale, developing and driving the technological, operational and marketing roadmaps to optimize program for enterprise execution and business impact, ultimately growing revenues from 0 to >5% of US business revenues
- Designed near, medium and long-term delivery strategies and innovation, integrating with broader enterprise strategies to ensure long-term viability and effectiveness of delivery channel
- Developed 5-year Starbucks Digital strategic vision on behalf of Digital Customer Experience SVP for Board of Directors presentation. Built supporting digital investment roadmap and strategy for the CMO and CTO to bring forward to the Executive Leadership Team for enterprise investment decisions; Vision and corresponding plans approved by company leadership and the board for historic investment levels

Director, Global Corporate Strategy

- Designed and executed end-to-end Starbucks delivery pilot from conception to launch; built and secured approval of business case from CEO, COO and CMO; drove from ideation to pilot launch in 75 days, managing and coordinating cross-functional team of 150+ Starbucks and Uber Eats partners; concept execution proved potential value of +\$1B for enterprise, leading CEO to fast-track national roll-out; as lead negotiator secured long-term partnership for national and international agreements; established the Starbucks Delivers team, transitioning pilot into normal course of Starbucks business
- Created annual corporate strategic plan, managing team and process to develop and distill C-suite vision into 5-year enterprise strategy for presentation to Board of Directors and broader enterprise alignment
- Led strategic re-think of the Sourcing Department, designing and directing cross-functional working teams of VP's to identify and ultimately capture 22% increase in annual sourcing savings
- Managed 14-person team, reporting directly to SVP of Global Strategy, direct report to CEO

2016 – 2017

Educents

San Francisco, C.A.

Director, Strategy and Business Operations

- Member of 7-person executive team with a Series A, education products, e-commerce start-up
- Drove market and customer insights, honing and articulating focused company strategy, aligning company growth targets and strategies across finance, marketing, data and operations functions
- Designed and orchestrated company reorganization, including facilitation of co-founders stepping away from CEO and COO roles and eliminating my own role, while building marketplace operations function
- Developed and directed quarterly KPI and OKR planning, target-setting and company-wide translation of goals to specific, actionable outcomes across departments and between employees
- Led business development, devising and sourcing potential partnerships in public and private sectors

2012 - 2015

McKinsey and Company

Washington, D.C.

Engagement Manager 2015

Junior Engagement Manager 2014

Associate 2012-2013

Led McKinsey and client teams serving Fortune 500 corporations, nonprofits and local, state and national governments across technology, education, retail and health care industries, focusing on strategy and operations. Managed all aspects of engagements, including counseling client partners, building and developing teams, leading problem solving, recommending solutions and planning implementation

Operational improvement

- Managed team of senior City and School District management teams in major urban school district to perform full operational and financial review, presenting opportunities to mayor and new superintendent

- Led client team at large, international retail chain to develop an optimized contractor purchasing strategy; leveraged data analysis of historical expenditures, forecasting of future needs, industry expert interviews and collaborative client problem solving, identifying tens of millions of dollars in savings
- Executed operational review of industrial manufacturing operations, identifying specific process improvements and systematic opportunities to improve output by up to 4x current production

Strategy development

- Led Dubai-based team to develop national education system strategy, aligning public budgets with labor market needs and opportunities with senior government leaders in a major Middle Eastern country
- Drove working teams of senior-most leaders of global services firm to rethink and reset approach to leveraging technology, specifically redesigning the end-to-end user experience
- Partnered with large hospital chain senior executives to develop strategy for organic and inorganic growth through review of corporate and operational performance and projection of future expectations

Organizational design and transformation

- Led CEO and executive team of national education nonprofit start-up to design dynamic organization and financial models, benchmarking best practices and developing financial model scenarios

Due Diligence

- Pressure-tested business cases for potential acquisition targets for private equity and corporate clients in military and health care industries, building market analyses, operational audits and financial models

2007-2010

District of Columbia Public Schools

Washington, D.C.

Director, Office of School Operations

- Managed staff of 50 to support day-to-day school security, facilities, budget and enrollment operations; developed strategic plans including overhaul and reorganization of student records management process
- Led senior district administrators to identify prior budgeting structural impediments; designed and implemented overhauled process, creating budget models through data analysis and building an automated online system to efficiently and accurately allocate \$617M across all DC public schools

Director, School Opening

- Created systems and managed team to plan and execute annual opening of system; led cross-functional working group to streamline critical operations, achieving opening described by *Washington Post* as “uncommonly quiet” and a 30% increase in third-party assessment of school opening readiness

Manager, Capital Gains Program

- Designed, launched and managed experimental pilot program in partnership with Harvard Labs for Education Inequality designed to enhance student academic achievement through financial incentives, achieving near perfect student and teacher adoption in year one

Intergovernmental Liaison

- Created and executed legislative strategies for engagement with City Council and federal agencies

2006

Mitch Landrieu for Mayor, Deputy Press Secretary

New Orleans, LA

- Designed and executed communications strategy; incorporated candidate and stakeholder goals to create and push daily messages and overarching campaign themes in election with high national visibility

2005

Federal Emergency Management Agency, Manager, Disaster Recovery Center

Thibodaux, LA

- Led 13-person team and on-site NGO’s to provide disaster assistance to Hurricane Katrina victims

2004-2005

New Orleans Public Schools / Cohen Senior High School, Social Studies Teacher

New Orleans, LA

- Taught Geography, Economics, American History, Law and Civics to ninth through twelfth graders

EDUCATION

Darden Graduate School of Business Administration, University of Virginia

Charlottesville, VA

Master of Business Administration, 2012

- Elected President of Darden Student Government Association by classmates
- Recipient of C. Stewart Sheppard Distinguished Service Award

University of Cambridge

Cambridge, England

Master of Philosophy in Economic and Social History, High First Degree, August 2007

University of Pennsylvania

Philadelphia, PA

Bachelor of Arts in History and Urban Studies, Cum Laude, May 2004

OTHER

- Board Director, College Success Foundation
- Governor-Appointed Member, Washington State STEM Education Innovation Alliance
- Leadership Tomorrow Fellowship, Class of 2022 – Competitive Seattle-based leadership fellowship
- Avid world traveler: visited 54 countries, 45 U.S. states and counting

Families, Education, Preschool, and Promise Levy Oversight Committee

17 Members: Pursuant to Ordinance 125604, 12 members subject to City Council confirmation, staggered-year terms:

- 6 City Council-appointed 3-year terms, subject to City Council confirmation
- 6 Mayor-appointed 3-year terms, subject to City Council confirmation
- 5 Other Appointing Authority-appointed (specify): Ordinance 125604

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
1	F	2	1.	Member	Erin Okuno	1/1/20	12/31/22	2	Council
		2	2.	Member	Vacant	1/1/20	12/31/22	1	Council
3	F	2	3.	Member	Manuela Slye	1/1/21	12/31/24	1	Council
6	F	1	4.	Member	Jennifer Matter	1/1/19	12/31/21	1	Council
2	M	2	5.	Member	Donald Felder	1/1/19	12/31/21	1	Council
2	F	N/A	6.	Member	Kimberly Walker	1/1/21	12/31/22	2	Council
		N/A	7.	Member	Kateri Joe	1/1/22	12/31/24	1	Mayor
		7	8.	Member	Linda Thompson Black	1/1/22	12/31/24	1	Mayor
1	F	N/A	9.	Member	Susan Lee	1/1/19	12/31/22	1	Mayor
2	M		10.	Member	Marques Gittens	1/1/21	12/31/22	1	Mayor
2	F	4	11.	Member	Stephanie Gardner	1/1/20	12/31/23	1	Mayor
			12.	Member	Evan M. Smith	1/1/22	12/31/24	1	Mayor
9	M	N/A	13.	Mayor	Bruce A. Harrell	N/A	N/A	1	Ordinance 125604
3	F	N/A	14.	Neighborhoods, Education, Civil Rights and Culture	Tammy Morales	N/A	N/A	1	Ordinance 125604
2	M	N/A	15.	School District Superintendent	Brent Jones	N/A	N/A	1	Ordinance 125604
1	F		16.	School District Board Member	Victoria Song Maritz	N/A	N/A	1	Ordinance 125604
1	M	5	17.	Chancellor of Seattle Colleges	Shouan Pan	N/A	N/A	1	Ordinance 125604

SELF-IDENTIFIED DIVERSITY CHART

	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	2			1	2							
Council	1	4			1	2	1			1			
Other	3	2			2	1	1						1
Total	5	8			4	5	3			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 02334, **Version:** 1

Appointment of Devon Breithart as member, Seattle Disability Commission, for a term to April 30, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Devon Breithart</i>		
Board/Commission Name: <i>Seattle Disability Commission</i>		Position Title: <i>Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input checked="" type="checkbox"/> Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other:	Date Appointed:	Term of Position: * 5/1/2022 to 4/30/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Ballard</i>	Zip Code: 98107	Contact Phone No.:
Background: <i>Devon Breithart is an occupational therapist who has worked in a variety of settings, including schools, outpatient pediatrics, early intervention, adult day programs, skilled nursing, and home health. In the role of a Seattle Disability Commissioner, she hopes to help make the city more accessible for people with a variety of disabilities. She is especially excited about projects focusing on children and their families to increase equity. She looks forward to connecting more deeply with community and taking time to learn from those with lived experiences of disability.</i>		
Authorizing Signature (original signature): 		Appointing Signatory: <i>Councilmember Tammy Morales</i> <i>Seattle City Council</i>

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

Devon Breithart, OTR/L

Occupational Therapist

Employment

The Dynamic School OT **Seattle, Washington**

CEO April 2020 - Present

- Create continuing education for school-based OTs
- Provide mentorship & training to enable OTs to be more effective in the school system

AMN Healthcare **Seattle, Washington**

Lead Occupational Therapist (Remote) September 2021 - February 2022

- Supervise a team of COTAs and OTs
- Provide school-based occupational therapy services for special education students at the preschool, elementary, middle, & high school levels
- Aid in IEP development & implementation
- Train teachers, staff, & parents in therapeutic techniques utilized with special education students

Delta Healthcare, Pioneer Healthcare **California, Washington**

Travel Occupational Therapist & AT Specialist December 2017 - June 2021

- Provide early intervention & school-based occupational therapy services for special education students at the birth-3, preschool, elementary, middle, & high school levels
- Provide assistive technology evaluations & services for school-age special education students
- Aid in IEP/IFSP development & implementation
- Train teachers, staff, & parents in therapeutic techniques utilized with special education students
- Work under the RtI/MTSS models to develop proactive measures for the general education population
- Consult with special education departments to improve processes & procedures
- Provided services and assessments via teletherapy during the Covid-19 pandemic

Dominican Hospital/Kindred Healthcare **Santa Cruz, California**

Occupational Therapist (PRN) January 2019 - June 2019

- Provided clinic-based services for children with disabilities such as anxiety, ADHD, & sensory processing differences

Associates in Pediatric Therapy **Louisville, Kentucky**

Occupational Therapist August 2015 - December 2017

- Provided clinic-based & early intervention services for children with a variety of conditions, including autism, Down syndrome, & cerebral palsy
- Developed & facilitated social skills groups
- Co-treated patients with physical & speech therapists, including determining best methods of access, positioning, & placement for AAC devices
- Assisted PRN with adult home health contract
- Aided in developing policies & procedures
- Provided supervision for COTAs & Level I & II OT students

D. Breithart Consulting **Seattle, Washington**

CEO/Consultant February 2017 - Present

- Provide business & marketing consulting to enable therapy entrepreneurs to grow their business
- Write various pieces of content such as email campaigns, blog posts, & study materials related to occupational & other rehab therapies
- Manage social media strategy & analytics for therapy entrepreneurs

Healthcare Therapy Services **Louisville, Kentucky**

Occupational Therapist (PRN) September 2015 - February 2017

- Evaluated & treated adults with a variety of orthopedic, cardiopulmonary, & neurological conditions for OT services in subacute rehab settings

Commonwealth Nursing Solutions **Louisville, Kentucky**

Direct Support Professional Team Captain January 2014 - July 2015

- Provided supports for community living, personal care, homemaking, & respite services to children & adults with various physical & developmental disabilities

Nonprofit & Volunteer Experience

Big Bad Con **Oakland, California**

Event Volunteer October 2019

- Event staff for tabletop gaming convention run by nonprofit

Nerd Louisville**Louisville, Kentucky**

Nonprofit Board Member & Vice President

January 2017 - June 2020

- Plan and coordinate events to further organization goals of fostering community and empowering local youth
- Develop social media strategy to aid in organization fundraising goals
- Vice President 2017 - 2018

Louisville Independent Business Alliance**Louisville, Kentucky**

Event Volunteer

October 2013 - May 2014

- Event staff for community events that supported local businesses

Fieldwork Experience**HCR Manorcare****Denver, Colorado**

Level II Fieldwork Student

February 2015 - April 2015

- Under supervision, evaluated adults with a variety of orthopedic, cardiac, pulmonary, & neurologic conditions for occupational therapy services in a subacute rehab setting
- Developed & implemented treatment plans, including supervision of COTAs
- Managed caseload of 30-40 patients per week, meeting facility productivity standards

Mattingly Center**Louisville, Kentucky**

Level II Fieldwork Student

October 2014 - January 2015

- Under supervision, planned & implemented occupational therapy interventions for adults with developmental disabilities including cerebral palsy, intellectual disability, & autism
- Worked with speech therapists to determine best methods of access, positioning, & placement for AAC devices & other assistive technology
- Supervised Level I OT student

Education**Spalding University****Louisville, Kentucky**

Graduate School

January 2013 - July 2015

- Master of Science in Occupational Therapy
- Master's Research Topic: *Strategies to Promote Safe, Healthy, and Appropriate Sexual Behavior in Individuals with Disabilities*

- Bachelor of Science in Health Science

Skills & Certifications

- School-Based OT
- CEU Course Creation
- Consultation to OT/Special Education Departments
- Coaching & Mentorship
- AT & AAC
- IEP Development
- Supervision of COTAs & OT Students
- Outpatient Pediatric OT
- Early Intervention OT
- Copywriting
- Social Media Management
- Marketing
- Project Management
- Intermediate Spanish Skills
- First Aid/CPR Certified

Seattle Disability Commission

June 2022

21 Members: Pursuant to *SMC 3.14.920*, all members subject to City Council confirmation, 2-year terms:

- 8 City Council-appointed
- 9 Mayor-appointed (includes 1 Get-engaged Mayor position)
- 4 Other Appointing Authority-appointed (specify): Commission-appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Member	VACANT	5/01/21	4/30/23	1	Mayor
			2.	Member	VACANT	5/01/21	4/30/23	1	City Council
			3.	Member	VACANT	5/01/21	4/30/23	1	Mayor
6	F	6	4.	Member	Christine Lew	5/01/21	4/30/23	1	City Council
			5.	Member	VACANT	11/1/21	10/31/23	1	Mayor
			6.	Member	VACANT	11/1/21	10/31/23	1	City Council
			7.	Member	VACANT	11/1/21	10/31/23	1	Mayor
6	F		8.	Member	April Snow	11/1/21	10/31/23	1	Commission
4	F		9.	Member	Kristina M. Sawyckyj	5/01/22	4/30/24	3	City Council
			10.	Member	VACANT	5/01/22	4/30/24	1	Mayor
6	F	6	11.	Member	Devon Breithart	5/01/22	4/30/24	1	City Council
6	M	3	12.	Member	Silas T. James	5/01/22	4/30/24	1	Mayor
			13.	Member	VACANT	11/1/20	10/31/22	1	City Council
			14.	Member	VACANT	11/1/20	10/31/22	1	Mayor
	F	5	15.	Member	Taylor Woods	11/1/20	10/31/22	1	City Council
6	F	4	16.	Get Engaged	Taylor Ladd	9/1/21	8/31/22	1	Mayor
			17.	Member	Heyiwot Amare	5/01/22	4/30/24	1	City Council
			18.	Member	VACANT	11/1/20	10/31/22	1	Mayor
6	F	7	19.	Member	Shelby Dey	5/01/22	4/30/24	1	Commission
	F	3	20.	Member	Dawn Dailey	11/1/20	10/31/22	1	Commission
6	F	1	21.	Member	Kaitlin Skilton	11/1/20	10/31/22	1	Commission

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	1								2			
Council		4								2			
Other		4								2			
Total	2	9								6			

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 02335, **Version:** 1

Appointment of Shelby Dey as member, Seattle Disability Commission, for a term to April 30, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Shelby Dey</i>		
Board/Commission Name: <i>Seattle Disability Commission</i>		Position Title: <i>Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> Council <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Other: Commission	Date Appointed:	Term of Position: * 5/1/2022 to 4/30/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Queen Anne</i>	Zip Code: <i>98109</i>	Contact Phone No.:
Background: <i>As a member of the Seattle Disability Commission, Shelby hopes to contribute to the health and well-being of this beautiful community. She believes we need better access to mental health services, especially for our community. The Disability Community is disproportionately affected by the rising rents. She wants to help increase access to affordable housing and take the time to listen to what the community needs and finding ways to help. She is excited to work behalf of this community to help improve lives in any way she can.</i>		
Authorizing Signature (original signature): 		Appointing Signatory: <i>April Snow</i> <i>Seattle Disability Commission, Co-Chair</i>

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

Shelby Dey

QUALIFICATION SUMMARY

Microsoft Office, Salesforce, Statistics, Research, Analysis, Interpersonal Relationships, Client Relationship Management, Cashiering, Financial Information Systems, Adaptable, Integrity, Ability to Maintain Confidentiality

EDUCATION

Skagit Valley College Continuing Education Courses

Business English, Excel/Access Course

Gonzaga University, Spokane, WA

Master of Business Administration, Finance

Pacific Lutheran University, Tacoma, WA

Bachelor of Science in Financial Mathematics and a Bachelor of Arts in Economics with a Math Emphasis, Minor in Actuarial Science

- Graduated Cum Laude
- Investigated Women's Pay Disparity-used Minitab for regression analysis and Excel for forecasting
- Invited and joined Omicron Delta Epsilon in (Economics Honor Society)

WORK EXPERIENCE

Agricultural Aide, *Washington State Department of Agriculture*, Seattle, WA

June 2020 – Sept 2020

- Collect Data on 800 - 1000 Gypsy Moth Traps.
- Alert supervisor of Gypsy Moth Specimens (Asian and European Gypsy Moths).
- Construct traps within guidelines. Set up traps and take down traps.
- Engage with public in providing information on the Gypsy Moth Program.

Substitute Teacher, *Sedro Woolley School District*, Sedro Woolley,

WA

Feb. 2016 – June 2020

- Teach a daily curriculum according to the teacher's guidelines and schedule.
- Facilitate classroom management to keep the learning environment inviting to all students.
- Supervise and direct paraprofessionals in my classroom to help students who need additional support.
- Keep well informed of current best teaching practices and classroom management skills.

Client Associate, *Merrill Lynch*, Spokane, WA

June 2012 – Apr. 2015

- Maintained interpersonal relationships internally and externally.
- First point of contact to determine customer needs via phone, in person, and fax inquiries.
- Managed branch operations including daily incoming/outgoing mail, records, and archiving.
- Branch Systems Administrator oversaw maintenance of information systems at branch level and coordinated vendor tickets and network troubleshooting of the mainframe.
- Keeping the office computer software and hardware safe and up to date; responsible for operations of internal monitoring of checks and client documents; administered confidential production of checks; and greeted incoming clients and provided information.

Graduate Assistant, *Gonzaga University*, Spokane, WA

Aug. 2011 – Feb. 2016

- Prepared and maintained business statistics grades for undergraduate students.
- Graded undergraduate homework, tests, and quizzes.
- Tutored and managed graduate students lesson plans in prerequisite courses to prepare for graduate level statistics.

- Conducted confidential statistical research for the Gonzaga Nursing and Business programs.
- Taught and administered tests/quizzes on the undergraduate and graduate level when the professor was away.
- Assisted professor in creating new questions, an answer key, and data indexes for her textbook.

AVID/Math Tutor, *Sedro-Woolley School District*, Sedro-Woolley,
WA Jan. 2011 – June 2011

- Mentored and prepared students in need or who needed extra support for applying and going to college.
- Assisted and tutored students in understanding math concepts in the classroom.
- Managed and taught the after school math tutoring program for middle school students.

Seattle Disability Commission

June 2022

21 Members: Pursuant to *SMC 3.14.920*, all members subject to City Council confirmation, 2-year terms:

- 8 City Council-appointed
- 9 Mayor-appointed (includes 1 Get-engaged Mayor position)
- 4 Other Appointing Authority-appointed (specify): Commission-appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Member	VACANT	5/01/21	4/30/23	1	Mayor
			2.	Member	VACANT	5/01/21	4/30/23	1	City Council
			3.	Member	VACANT	5/01/21	4/30/23	1	Mayor
6	F	6	4.	Member	Christine Lew	5/01/21	4/30/23	1	City Council
			5.	Member	VACANT	11/1/21	10/31/23	1	Mayor
			6.	Member	VACANT	11/1/21	10/31/23	1	City Council
			7.	Member	VACANT	11/1/21	10/31/23	1	Mayor
6	F		8.	Member	April Snow	11/1/21	10/31/23	1	Commission
4	F		9.	Member	Kristina M. Sawyckj	5/01/22	4/30/24	3	City Council
			10.	Member	VACANT	5/01/22	4/30/24	1	Mayor
6	F	6	11.	Member	Devon Breithart	5/01/22	4/30/24	1	City Council
6	M	3	12.	Member	Silas T. James	5/01/22	4/30/24	1	Mayor
			13.	Member	VACANT	11/1/20	10/31/22	1	City Council
			14.	Member	VACANT	11/1/20	10/31/22	1	Mayor
	F	5	15.	Member	Taylor Woods	11/1/20	10/31/22	1	City Council
6	F	4	16.	Get Engaged	Taylor Ladd	9/1/21	8/31/22	1	Mayor
			17.	Member	Heyiwot Amare	5/01/22	4/30/24	1	City Council
			18.	Member	VACANT	11/1/20	10/31/22	1	Mayor
6	F	7	19.	Member	Shelby Dey	5/01/22	4/30/24	1	Commission
	F	3	20.	Member	Dawn Dailey	11/1/20	10/31/22	1	Commission
6	F	1	21.	Member	Kaitlin Skilton	11/1/20	10/31/22	1	Commission

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	1								2			
Council		4								2			
Other		4								2			
Total	2	9								6			

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 02336, **Version:** 1

Appointment of Troika L. Braswell as member, Seattle LGBTQ Commission, for a term to April 30, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Troika L. Braswell</i>		
Board/Commission Name: <i>Seattle LGBTQ Commission</i>		Position Title: <i>Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input checked="" type="checkbox"/> Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other:	Date Appointed:	Term of Position: * 5/1/2022 to 4/30/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood:	Zip Code:	Contact Phone No.:
Background: <i>Troika Braswell is a Senior Human Resource professional with King County Metro. In addition to creating an inclusive work environment that welcomes diversity promotes creativity and innovation, Troika leads a team that leads with Diversity, Equity, and Inclusion in all aspects of Human Resources, including talent acquisition, employee engagement, and employee development. He advocates for LGBTQ and BIPOC communities, and is a believer in speaking out and spreading awareness for mental health and wellbeing for LGBTQ and BIPOC communities.</i>		
Authorizing Signature (original signature): 		Appointing Signatory: <i>Councilmember Tammy J. Morales</i> <i>Seattle City Council</i>

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

Troika L. Braswell

I pride myself on having a commitment to equality and social justice, collaboration, and customer-focused while working in a wide variety of specializations within Operations, Finance, and HR compliance. My work history details selection and recruitment design practices, classification/compensation, policy/procedure development and administration, workforce development, career planning, training, marketing/outreach, data analysis, budget, and operation management.

Additional Career Related Competencies includes:

- Human Resource Consulting
- Employee Relations
- Human Resource Project and Programs
- Operational Compliance
- Conflict Resolution

SKILLS & ABILITIES

- Organizational Strategic planning
- Employee benefits programs
- Excellent interpersonal and customer service skills.
- Organizational skills and attention to detail and strong analytical and problem-solving skills.
- Ability to comprehend, interpret, and apply appropriate sections of applicable laws, guidelines, regulations, ordinances, and policies.
- Manage and resolve employee relations issues through effective and objective investigations
- Guidance on business unit structures, workforce planning, and succession planning.
- Practitioner of diversity and inclusion within the workplace and community.
- Classification and Compensation.
- Fiscal and budget management.
- Providing HR services within a unionized environment.

Unions currently partnering with:

- Amalgamated Transit Union (ATU)
- Professional and Technical Employees (ProTec)
- Ferry Coalition
- International Brotherhood of Electrical Workers (IBEW)
- Technical Employees' Association (TEA)

Software management-

- Peoplesoft, NEOGOV, Workday, Oracle, Microsoft Power BI, Laserfiche, Tableau, SharePoint, Content Manager, and Microsoft Office Suites.

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

EXPERIENCE

- January 2019- Present
- Senior Human Resource Analyst, King County Metro**
- Communicating effectively to large, cross-functional teams and business stakeholders to drive adoption and feedback collection
 - Monitor and oversee employee recruitment and selection processes in King County Metros – Rail, Marine, Facilities, and Vehicle Maintenance divisions.
 - Provide strategic direction and input to business leaders regarding overall people strategies that support the culture, company direction, and the growth needs of the business and its employees
 - Work collaboratively with the HR Crew HR support teams to ensure the effective development of transparent, meaningful, and accessible leadership training, tools, and resources to enable and support employee careers. Effectively partner with team members and stakeholders to achieve success in attracting, developing, and training top talent
 - Provide expert and objective advice, coaching, and counsel to leaders and employees on HR programs, policy, and procedures, employment/labor laws, conflict resolution, change management, diversity, and organizational development to promote a fair and equitable work environment
 - Assists management with developing position descriptions and performs job evaluations for classification and compensation.
 - Develops plans focusing on career development, performance concerns, and conflict management issues.
 - Development of specialized human resource tools, processes, and structures to ensure the quality, timeliness, and appropriateness of work and provide information and consultation on programs and procedures, as well as researching and responding to inquiries.
 - Works closely with senior management and employees to improve work relationships, build morale, increase productivity and retention.
 - Guides conflict resolution by assisting with direction and encouragement, working collaboratively with the parties to find creative ways to reach a mutually satisfying solution.
- December 2016- January 2019
- Regional Senior Human Resource Business Partner, YRC Freight**
- Supervise employees working on a human resource program including planning, organizing, and directing work and evaluating employee performance.
 - Provide advice, coaching, and counsel to managers and employees on HR Programs, policies, and procedures, employment, conflict resolution, change management, diversity, and organizational development and design to promote a fair and equitable working environment.
 - Worked closely with senior management and employees to improve work relationships, build morale, increase productivity and retention.

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

- Facilitate programs and processes with management to plan, source, recruit and retain the highest quality employees.
- Partnered with Employee Relations Investigations and Office of Legal Compliance in investigations of serious cases and implemented appropriate remediation in conjunction with abusiness, region, and geography to assist with leading investigations for a business, region, orgeography where resources are limited.
- Collaborated with reviewal of local employment laws and HR best practice policies in the following state Washington, California, Colorado, Nevada, Idaho, Utah, Arizona, and Montana.
- Ensure compliance with all employment/labor laws through programs, practices, policies, investigations, training, and actions. Maintain a current and complete understanding of Federaland State employment laws such as (Title VII of the Civil Rights Act, FLSA, ADA, FMLA, ADEA, sexual harassment, and NLRA). Protect the company’s interests by ensuring all legal requirementsare met and complied with through proactive practices, investigations, and actions. Interpret and administer policies fairly and, consistently within legal boundaries.
- Developed and implemented diversity strategies.
- Partner with union business agents, legal, and compliance teams developing improved employee relations.
- Led the annual Affirmative Action Plan development process, providing guidance and recommendations to business heads on policy and standards of achievement in areas of affirmative action, equal employment opportunity, and diversity initiatives.
- In partnership with the appropriate support resources, responds to employee concerns regarding performance management, improvement, harassment, discrimination, misconduct, employee safety, teamwork, etc. The primary point of contact for the client is to ensure an optimal work environment, serve as an advocate for all employees, and enable and support employeecareer success

February 2017-January 2018 – Regional Westcoast Operation Manager, YRC Freight

- Directed and coordinated operations to obtain optimum use of equipment, facilities, and personnel to meet customer needs.
- Ensured necessary resources of labor, equipment, and time is available to all employees to allow maximum productivity of operations staff.
- Managed regional operations to budget and is responsible for achieving service growth and targeted goals.
- Recruited, developed, and retain qualified personnel to ensure effective operations in support.
 - Responsibilities included the selection, training, motivation, and correction of city terminal employees.
- Conducted performance reviews and focuses on the development and career planning.
- Established and maintained a good working relationship with union labor leadership (Teamster)
- Administered safety programs that encourage a safe work environment and focus on the prevention of accidents and injuries.

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- Ensured compliance with government and company regulations, policies, and procedures. – DOT and OSHA.
- Lead and tracked operation projects to provide status updates, deliverables, and milestones.
- Developed key processes, policies, tools, metrics, and performance indicators to measure overall annotation performance and provide the foundation for continuous and scalable improvement.

August
2015-
December
2016

International Senior Human Resource Business Partner, *Hines (Amazon-GREF)*

- Partner with leadership to develop and execute strategies and plans in HR-related fields such as talent management, leadership development, workforce planning, organization optimization, performance and career development, early-career innovation, and overall employee engagement.
- Partnered with developed training section of Human Resources to design and implementation of local Human Resource projects or programs, provided project guidance related to prioritization, timelines, budget, resourcing, and impact.
- Facilitate, coach, and execute talent, change, and performance management engagement strategies
- Collaboration with Amazon – GREF (Global Real Estate Facilities) team to adhere to employment laws.
- Partner with leadership to design and implement workforce strategies to meet organization objectives.
- Managed and maintained Diversity and Inclusions, resource groups.
 - Partnered with CFO and Controller to ensure accuracy of financial reporting and budgets.
 - Review and analyze financial records ensuring compliance with GAAP.
 - Assist in quarterly plan/budget preparation process, reviewing projections and variance analysis.

January
2012-
August
2015

Human Resource Operations Relations Consultant, *Coca Cola*

- Facilitate, coach, and execute talent, change, and performance management engagement strategies.
- Partner with leadership to design and implement workforce strategies to meet organization objectives.
- Manage and resolve employee relations issues, reducing risk and ensuring regulatory compliance.
- Partner with the appropriate support resources, respond to employee concerns regarding performance management, improvement, harassment, discrimination, misconduct, employee safety, and teamwork.
- The primary point of contact for the client to ensure an optimal work environment, serve as an advocate for all employees, and enable and support employee career success.

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

- January 2007- August 2012 **Marketing Consultant, Emerson Network Power**
- Develop and facilitate innovative marketing strategies for new products to ensure the company's continued success in new and withstanding marketing conglomerates.
 - Acquire and retain new accounts set up face-to-face meetings with clients on average 6 per month to guarantee continued market profitability.
 - Process and maintained client orders to maximize product sale efficiency with a goal of \$500,000 – \$750,000 monthly.

EDUCATION

- 2003-2007 Business- Marketing, Westerville, Ohio, *Otterbein University*
- 2021 Project Management Professional Certification (PMP)

MEMBERSHIPS

- *Seattle Diversity Equity and Inclusion.*
- *State of Washington Human Resources Association*
- *Seattle Recruiter Association.*
- *AFE- Association for Facilities Engineering.*
- *IFMA – International Facility Management Association.*
- *BOMA – Building Operation Management Association*
- *Pays – Veterans and transition active Military.*
- *True North PNW – Native American Employment Resource Group*
- *COMTO – Washington State Education Member*
- *National LGBTQ Task Force*
- *SHRM*

Board of Directors

Seattle Counseling Services – LGBTQ (Human Resource Board)

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

Seattle Lesbian, Gay, Bisexual, Transgender and Queer Commission June 2022

Members: Pursuant to SMC 3.14.920, all members subject to City Council confirmation, 2-year terms:

- 8 City Council-appointed
- 9 Mayor-appointed
- 4 Other Appointing Authority-appointed: Commission-appointed

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
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			16.	Get Engaged	Lillian M. Williamson	9/1/21	8/31/22	1	Mayor
			17.	Member	Jackson Cooper	5/1/22	4/30/24	1	City Council
			18.	Member	VACANT	11/1/21	10/31/23	1	Mayor
			19.	Member	Victor Loo	11/1/21	10/31/23	2	Commission
			20.	Member	Andrew Ashiofu	5/1/22	4/30/24	1	Commission
		7	21.	Member	Juan Monroy	5/1/22	4/30/24	1	Commission

SELF-IDENTIFIED DIVERSITY CHART

	(1)		(2)		(3)		(4)		(5)		(6)		(7)		(8)		(9)	
	Men	Women	Transgender	Unknown	Asian	Black/African American	Hispanic/Latino	American Indian/Alaska Native	Other	Caucasian/Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial					
Mayor																		1
Council																		
Comm																		
Total																		

Key:

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

**G List *gender*, M = Male, F= Female, T= Transgender, U= Unknown

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

Diversity information is self-identified and is voluntary.

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



Legislation Text


File #: Appt 02337, **Version:** 1

Appointment of Jackson Cooper as member, Seattle LGBTQ Commission, for a term to April 30, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Jackson Cooper</i>		
Board/Commission Name: <i>Seattle LGBTQ Commission</i>		Position Title: <i>Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input checked="" type="checkbox"/> Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other:	Date Appointed:	Term of Position: * 5/1/2022 to 4/30/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Eastlake</i>	Zip Code: <i>98109</i>	Contact Phone No.:
Background: <i>Jackson's professional background is in the arts nonprofit sector which is a sector built on creating community through the power of shared performances and creating access for citizens of cities, states, countries, to experience the universal power of ceremony and coming together. Serving as a member of the Seattle LGBTQ Commission, Jackson looks forward to advocating for visibility, safety, and justice for the entire LGBTQ+ community in Seattle. He looks forward to working with city officials and departments to integrate funding for LGBTQ+ related efforts and policies during the budget processes and advocate for city granting efforts to be more inclusive of LGBTQ+ populations in their granting cycles such as the Office of Arts and Culture & others.</i>		
Authorizing Signature (original signature): 	Appointing Signatory: <i>Councilmember Tammy J. Morales</i> <i>Seattle City Council</i>	

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

Jackson Cooper

Professional Experience

- Pacific Northwest Ballet, Seattle, WA** **Present**
Major Gifts Officer
- Responsible for identification, cultivation, solicitation and stewardship of a portfolio consisting of 100-150 major donors and prospects including planned giving donors and prospects.
 - Led and facilitated internal strategy sessions. Served on major Gifts Committee and Campaign Advancement Committee to advise Trustees and Executive Leadership on fundraising goals and future prospects for sponsorship opportunities
- Artful Living Consulting** **Feb 2019- Oct 2019**
Founder/Lead Consultant
- Began full-time major gifts, strategy, and grant-writing consulting group for emerging artists, start-up nonprofits, and fundraising professionals aged 22-35
 - Develop Artistic/Programming, Fundraising plans, staff evaluations, data mining:
 - **Justice Theater Project**, Raleigh, NC
 - **Durham Symphony Orchestra**, Durham, NC
 - **PARK Productions**, Pittsburgh, PA
 - **Cadenza Artists/iCadenza**, Los Angeles, CA
- North Carolina Museum of Art, Raleigh, NC** **August 2018-Feb 2019**
Coordinator of Performing Arts and Film
- Managed 78 Performing Arts and Film programs with aggressive revenue targets and audience engagement goals
 - Hired, trained, and managed nearly 30 contractors and one full-time employee
- Chamber Music Raleigh, Raleigh, NC** **May 2016- August 2018**
Executive Director
- Managed portfolio of 300 individual donors, city and state arts council support, corporate sponsors, and foundation support. Grew supporters from 150 to 275 in first year, introduced pipeline management into major gifts and concert underwrites
 - Wrote and prepared grant applications, interim and final reports for government, city, corporate, and foundation grantors. Maintain grant calendar/tracking in collaboration with Bookkeeper and Treasurer. Oversaw 40+ contractors per fiscal year.
- Berkshire Theatre Festival, Pittsfield, MA** **May 2013- August 2013**
Audience Services Intern
- Theatre Raleigh** **May 2012-August 2012**
General Management Intern
- Carolina Ballet, Raleigh, NC** **October 2011-March 2012**
*Board Relations/Special Events Intern**
- North Carolina Theatre, Raleigh, NC** **June 2011-August 2011**
*Assistant to President/CEO**
- North Carolina Theatre, Raleigh, NC** **October 2010-May 2011**
*Development Intern**

*: Indicates self-created positions; created position responsibilities, oversaw training, selection of successors. Details available upon request

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

EDUCATION

M.F.A., Arts Leadership, Seattle University, 2020-2022 (current)
B.A., Organizational Management/Theatre (Arts Administration), The University of North Carolina at Greensboro

Nominee, Forbes 30 Under 30, 2016
Nominee, Triangle Business Journal 40 Under 40

Tar Heel of the Week, News and Observer

COMMUNITY ORGANIZATIONS

Seattle Center Racial Equity Cohort, 2021
Advisory Council Member
Development Committee Member
Association for Arts Administration Educators
Conference Committee, 2021
Justice Theater Project
Chair, Artistic Committee 2017-2020
Young NonProfit Professionals Network, NC
Member, 2018
Raleigh Business and Professional Network
Raleigh's LGBT Chamber of Commerce
Board Member at Large 2017-2019
United Arts Council, Wake County, Raleigh, NC
Panelist, Professional Development Grants, 2017, 2018

TEACHING APPOINTMENTS

Adjunct Faculty, UNC Greensboro, Arts Administration Program
"Fundraising The Arts", Fall 2021, Created/Developed Curriculum for Program
Lecturer/Instructor, Osher Lifelong Learning Institute
University of Washington, Spring 2020
Duke University, Fall 2017-Spring 2019
NC State University, Fall 2018-Spring 2019

PUBLICATIONS

Critical Approaches to Arts Administration in the New Millenium, Forthcoming
Chapter: Decolonizing Fundraising Principles in Post-COVID Workforce.

Alternative Careers in Performing Arts, Routledge, 2022
Chapter: Advice in Your First Year of Arts Fundraising

Rehearsing Racial Equity, Ed: Jasmine Mahoumod & Roxanne Hornbeck
Body in Motion: Conversations with Amanda Morgan

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

Seattle Lesbian, Gay, Bisexual, Transgender and Queer Commission June 2022

Members: Pursuant to SMC 3.14.920, all members subject to City Council confirmation, 2-year terms:

- 8 City Council-appointed
- 9 Mayor-appointed
- 4 Other Appointing Authority-appointed: Commission-appointed

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Member	VACANT	5/1/21	4/30/23	1	City Council
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			9.	Member	Troika L. Braswell	5/1/22	4/30/24	1	City Council
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			20.	Member	Andrew Ashiofu	5/1/22	4/30/24	1	Commission
		7	21.	Member	Juan Monroy	5/1/22	4/30/24	1	Commission

SELF-IDENTIFIED DIVERSITY CHART

	(1)		(2)		(3)		(4)		(5)		(6)		(7)		(8)		(9)	
	Men	Women	Transgender	Unknown	Asian	Black/African American	Hispanic/Latino	American Indian/Alaska Native	Other	Caucasian/Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial					
Mayor																		1
Council																		
Comm																		
Total																		

Key:

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

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

Diversity information is self-identified and is voluntary.

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



Legislation Text


File #: Appt 02338, **Version:** 1

Appointment of Alex Mielcarek as member, Seattle LGBTQ Commission, for a term to April 30, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Alex Mielcarek</i>		
Board/Commission Name: <i>Seattle LGBTQ Commission</i>		Position Title: <i>Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input checked="" type="checkbox"/> Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other:	Date Appointed:	Term of Position: * 5/1/2022 to 4/30/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Capitol Hill</i>	Zip Code: 98122	Contact Phone No.:
Background: <i>Alex's undergraduate academic work focused on recording LGBTQ history and experiences with healthcare. In the process of this, she came to understand the importance of history and health and the power the local government has with respect to acting on these two fields. Upon moving to Seattle, she took initiative to learn about our local history and what kind of health services are available for LGBTQ persons in the city. Given her interest in these topics, she intends to advocate for preserving Seattle's LGBTQ history and increasing access to gender-affirming care as a member of the Seattle LGBTQ Commission.</i>		
Authorizing Signature (original signature): 	Appointing Signatory: <i>Councilmember Tammy J. Morales</i> <i>Seattle City Council</i>	

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

ALEX MIELCAREK

EDUCATION

MFA in Arts Leadership

Seattle University, Seattle, WA
Anticipated graduation in June 2022

B.A. in Spanish & B.S. in Public Health

College of Charleston, Charleston, SC
Honors College, Class of 2020

EXPERIENCE

August 2021 – Present

Production Intern • doubleXposure • Seattle, WA

Assisting in booking guests for the sister podcast, underXposed, researching for upcoming podcasts, doing graphic design and photography work, and assorted editing work.

July 2021 – Present

Board Member: Artist Liaison • Living Artists Collective • Seattle, WA

Assisting in the establishment of 501©3 as a member of the inaugural board.
• Advocates for artists and bridges gap between artist members and board members.

April 2021 – June 2021

Consulting Intern • Seattle Art Post • Seattle, WA

• Surveyed and interviewed nine artists and stakeholders to assess Seattle Art Post's programming and identify needed improvements.
• Evaluated current organizational model and aided in the transition from LLC to Social Purpose Corporation.

November 2018 – September 2021

Co-Founder & Director • Green Haus Art • Charleston, SC

Co-founded independent, DIY gallery and artist collective for young, emerging artists in Charleston, SC that provided opportunities for professional development and arts showcasing.
• Developed guidelines, mission, vision, and values.
• Organized, curated, and produced art events (such as our one-year anniversary event, themed showcases, and partnered fundraisers).
• Maintained community partnerships (with organizations such as The Rival at CofC, Redux Contemporary Art Center, and Carolina Youth Action Project).
• Created posters, logo, and social media graphics.
• Led PR campaigns to increase audience and respond to local events.

January 2017 – January 2020

Researcher & Communication Intern • Women's Health Research Team • Charleston, SC

• Developed research project guidelines, networked to gather participants, interviewed participants, analyzed data using HyperResearch, and synthesized this to be presented at APHA. Paid during the 2019 summer and funded through a 2018 summer grant. Project focused on recording lived history of LGBTQ persons and their experiences with healthcare.
• Managed social media accounts and developed social media graphics until 2018.

KEY SKILLS

• Project Management • Event Production • Creative Problem Solving • Communication
• Spanish (Language) • Graphic Design • Social Media Marketing • Research

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Seattle Lesbian, Gay, Bisexual, Transgender and Queer Commission June 2022

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			20.	Member	Andrew Ashiofu	5/1/22	4/30/24	1	Commission
		7	21.	Member	Juan Monroy	5/1/22	4/30/24	1	Commission

SELF-IDENTIFIED DIVERSITY CHART

	(1)		(2)		(3)		(4)		(5)		(6)		(7)		(8)		(9)	
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Diversity information is self-identified and is voluntary.

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



Legislation Text


File #: Appt 02339, **Version:** 1

Appointment of Juan Monroy as member, Seattle LGBTQ Commission, for a term to April 30, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Juan Monroy</i>		
Board/Commission Name: <i>Seattle LGBTQ Commission</i>		Position Title: <i>Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> Council <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Other: <i>Commission</i>	Date Appointed:	Term of Position: * <i>5/1/2022</i> to <i>4/30/2024</i> <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Queen Anne</i>	Zip Code: <i>98119</i>	Contact Phone No.:
Background: <i>Juan Monroy is a queer Colombian immigrant who moved to the United States almost 9 years ago in search of furthering his studies in fine art. He spent his upbringing honing skills as a visual and performative artist, working in professional musical theatre through his teens all the way down to his current practice as a visual and performance artist. He has been lucky enough to find himself in positions of leadership among local queer creatives and believes serving the community. As a member of the Seattle LGBTQ Commission, he would advocate on behalf of the community while gaining further knowledge of the public systems to support those most need.</i>		
Authorizing Signature (original signature): 	Appointing Signatory: <i>Victor Loo</i> <i>Seattle LGBTQ Co-Chair</i>	

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



PROFILE

Queer Visual and Performance Artist with strong academic background and experience in social services and community outreach efforts. Born and raised in Bogota, Colombia with eighteen years of experience in LGBTQIA+ stages/spaces and extensive participation in cultural administration and event production.

JUAN MONROY / ONE

VISUAL AND PERFORMANCE ARTIST

EXPERIENCE

Drag and Performance Artist / 2011-Ongoing FREELANCE

Multidisciplinary performer, visual artist and event producer. involved with multiple local productions. Best known as the current reigning Miss Bacon Strip, co-host of High F@ggotry, a variety show at The Unicorn and founding member and host of Glory Hole, a drag/art show, voted best show in town in 2019 at the Seattle Spotlight Awards.

Counselor - Information Specialist / 2021-Ongoing FRED HUTCHINSON CANCER RESEARCH CENTER

Smoking Cessation and Cancer Counselor within the National Cancer Alliance Network, providing counseling and information resources for patients and general public.

Bilingual Youth Counselor / 2017-2019

YOUTHCARE - CASA DE LOS AMIGOS HOME

Caretaker and counselor for latine youth home, providing every-day mental health care for detained undocumented youth awaiting for legal status resolution.

Studio Assistant / 2017

DE YOUNG MUSEUM - KIMBALL EDUCATION GALLERY

Studio Assistant for rotation of artists in residency program, public aid for interactive media and other public specific initiatives.

EDUCATION

Masters in Fine Art In Painting and Drawing

Academy of Art University
San Francisco, CA
2013-2016

Bachelors in Visual Arts

Pontificia Universidad Javeriana
Bogota, Colombia
2006-2011

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

Seattle Lesbian, Gay, Bisexual, Transgender and Queer Commission June 2022

Members: Pursuant to SMC 3.14.920, all members subject to City Council confirmation, 2-year terms:

- 8 City Council-appointed
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- 4 Other Appointing Authority-appointed: Commission-appointed

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Member	VACANT	5/1/21	4/30/23	1	City Council
			2.	Member	VACANT	5/1/21	4/30/23	1	Mayor
			3.	Member	VACANT	5/1/21	4/30/23	1	City Council
			4.	Member	VACANT	5/1/21	4/30/23	1	Mayor
			5.	Member	VACANT	5/1/21	4/30/23	1	City Council
			6.	Member	VACANT	11/1/21	10/31/23	1	Mayor
			7.	Member	VACANT	11/1/21	10/31/23	1	Commission
			8.	Member	Steven Pray	11/1/21	10/31/23	1	Mayor
			9.	Member	Troika L. Braswell	5/1/22	4/30/24	1	City Council
			10.	Member	Nathaniel Higby	5/1/22	4/30/24	2	Mayor
		3	11.	Member	Alex Mielcarek	5/1/22	4/30/24	1	City Council
			12.	Member	Brett Pepowski	5/1/22	4/30/24	1	Mayor
			13.	Member	Raja Fouad	11/1/20	10/31/22	1	City Council
			14.	Member	VACANT	11/1/20	10/31/22	1	Mayor
			15.	Member	VACANT	11/1/21	10/31/23	1	City Council
			16.	Get Engaged	Lillian M. Williamson	9/1/21	8/31/22	1	Mayor
			17.	Member	Jackson Cooper	5/1/22	4/30/24	1	City Council
			18.	Member	VACANT	11/1/21	10/31/23	1	Mayor
			19.	Member	Victor Loo	11/1/21	10/31/23	2	Commission
			20.	Member	Andrew Ashiofu	5/1/22	4/30/24	1	Commission
		7	21.	Member	Juan Monroy	5/1/22	4/30/24	1	Commission

SELF-IDENTIFIED DIVERSITY CHART

	<div style="display: flex; justify-content: space-around; font-weight: bold;"> (1) (2) (3) (4) (5) (6) (7) (8) (9) </div>												
	Men	Women	Transgender	Unknown	Asian	Black/African American	Hispanic/Latino	American Indian/Alaska Native	Other	Caucasian/Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor													1
Council													
Comm													
Total													

Key:

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

**G List *gender*, M = Male, F= Female, T= Transgender, U= Unknown

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

Diversity information is self-identified and is voluntary.

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



Legislation Text

File #: CB 120391, **Version:** 2

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE establishing the City’s commitments and plans for supporting cannabis workers and supporting communities disproportionately harmed by the federal War on Drugs.

WHEREAS, the unequal enforcement of cannabis laws results in racially disproportionate arrests and

incarcerations causing inter-generational poverty, housing insecurity, loss of education and employment opportunities, disruption of family structures and other burdens; and

WHEREAS, the use of the term “marijuana” in the United States has discriminatory origins and should be replaced with the more scientifically accurate term “cannabis”; and

WHEREAS, Initiative 502, the 2012 ballot measure that legalized recreational use of cannabis by adults over 21 years of age in the State of Washington, did not include provisions or create programs to acknowledge the disproportionate harms the enforcement of cannabis laws has on certain populations and communities, primarily Black communities; and

WHEREAS, Seattle cannabis businesses are owned primarily and operated by White men. This is also reflected nationally, as entry and success in the industry requires a combination of personal/generational wealth, access to unrestricted capital, technical expertise and a clean criminal record. The Washington State Liquor and Cannabis Board released ownership demographic data to the City of Seattle Department of Finance and Administrative Services (FAS) in 2018 and 2020 that confirms this disparity. As of January 2020, 42 of Seattle’s 48 cannabis retail stores had White majority ownership, and 37 of those stores were owned by white men; and

WHEREAS, the racial disproportionalities in the cannabis industry extend beyond licensing and ownership to professional development and professional advancement; and

WHEREAS, jobs in the cannabis industry pose unusual risks to workers in both retail and processing due to the prevalence of cash-based transactions, use of volatile chemicals in manufacturing, and contagion exposure; and jobs in the cannabis industry involve a product that is highly regulated in Washington and remains illegal under federal law; and

WHEREAS, FAS launched a Racial Equity Toolkit (RET) in 2018 to examine racial disparities in the licensing of cannabis businesses in Seattle. Research and engagement with hundreds of community stakeholders resulted in recommendations to address disproportionate ownership of Seattle cannabis businesses and redress some of the harms caused by the racially unequal enforcement of prior cannabis laws; and

WHEREAS, those recommendations include: eliminating City licensing fees for individuals who meet social equity criteria; reducing buffering and dispersion requirements to ensure there are desirable locations available for cannabis business licensees who meet social equity criteria; providing grants or loans, technical assistance, and business planning and mentorship to cannabis business applicants and licensees who meet social equity criteria; and investment in communities most harmed by the disproportionate enforcement of prior cannabis laws; and

WHEREAS, the City finds that it is necessary and appropriate to regulate the emerging cannabis industry within the City to improve workforce training and development, provide employee protections, and remedy the damage caused by cannabis prohibition and the failed War on Drugs to communities of color and marginalized communities; and

WHEREAS, cannabis businesses operating in the City of Seattle must be licensed by both the City and the State, and City laws and regulations of cannabis businesses must be consistent with State law; and

WHEREAS, this licensure affords the City an opportunity to engage with the cannabis industry and advance these recommendations; and

WHEREAS, in 2020, the State passed legislation, further amended in 2021 and 2022, to establish a Social Equity in Cannabis program. The purpose of the legislation is to provide business opportunities to cannabis license applicants who were disproportionately impacted by the unequal enforcement of cannabis prohibition laws; and

WHEREAS, the program authorizes the Washington State Liquor and Cannabis Board to issue retailer licenses that were previously forfeited, cancelled, revoked, or never issued but which could have been issued without exceeding the statewide cap on the number of retail licenses set in rule by the Board. These licenses will only be issued to applicants who meet certain social equity criteria established by State law and further clarified by rules to be promulgated by the Washington State Liquor and Cannabis Board. The program also establishes a technical assistance grant program for applicants who meet social equity criteria; and

WHEREAS, the Washington State Social Equity in Cannabis Task Force was established in 2020 and amended in 2021 and 2022 to make recommendations to the Washington State Liquor and Cannabis Board to promote business ownership among individuals who have been disproportionately impacted by the War on Drugs in order to remedy the harms resulting from the unequal enforcement of cannabis-related laws; and

WHEREAS, in addition to recommending the issuance of additional cannabis retailer, producer and processor licenses for those who meet certain criteria for social equity, the Washington State Social Equity in Cannabis Task Force is currently considering recommendations for the legislature to establish new cannabis business license types. The Task Force is also considering recommendations to make the new license types exclusive to those who meet certain criteria for social equity through 2029; and

WHEREAS, the City supports the establishment of new license types by the State, recognizing that Washington is behind other states in creating a variety of paths to market for cannabis consumers, producers, and retailers. The City also recognizes making these license types exclusive to social equity applicants

creates a unique opportunity for individuals who have been disproportionately impacted by the War on Drugs, and who have historically been excluded from opportunities in the legal cannabis industry, to launch competitive cannabis businesses with a reasonable chance for success; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The City will include issues of cannabis equity on its 2023 State Legislative Agenda to be adopted later this year. These could include cooperative licensing, expungement of criminal records, social equity licensing for ancillary businesses, access to capital, and technical assistance.

Section 2. The City will include issues of cannabis equity on its 2023 Federal Legislative Agenda to be adopted later this year.

Section 3. The City will partner with King County and communities negatively impacted by the War on Drugs and with lived experience in the criminal justice system to seek the expungement of cannabis convictions handed down prior to 2014, including, but not limited to, printed and electronic records where this information might be retained.

Section 4. The Mayor's Office will use summer legal interns to participate in and partner with ongoing regional efforts to work on expungement of cannabis convictions handed down prior to 2014.

Section 5. The City intends to continue to partner with organizations that represent communities negatively impacted by the federal War on Drugs to ensure increased opportunities to ameliorate that damage including, but not limited to, cannabis related business ownership.

Section 6. The City will continue to partner with organizations advocating for the advancement, safety, and retention of cannabis workers.

Section 7. The City will pursue funds from the State and Federal government to address these aims.

Section 8. The City will fund a Cannabis Needs Assessment to further clarify what investments and improvements in this burgeoning industry could be supported by the City moving forward. At a minimum, the study will provide demographic information about workers currently employed in Seattle's cannabis industry.

In addition to evaluating the training needs of the incumbent workforce, the study will evaluate and determine the highest training needs of those workers who wish to advance in the industry beyond entry-level positions and also those seeking to become new owners. The study will include recommendations about whether and how to fund such training.

Section 9. To aid in the scoping of this needs assessment, the City will appoint an advisory committee comprised of nine members, including two representatives from organizations that advocate for the cannabis industry and/or its workers, two cannabis industry workers, two cannabis business owners or their designees, and three representatives from communities that have been historically harmed by the Federal War on Drugs or who have advocated for cannabis equity in King County, with priority to those who meet the social equity criteria as defined in RCW 69.50.335. The work of this advisory committee will commence in Quarter One of 2023, with a task of completing the scope of the needs assessment no later than the end of Quarter Two 2023. The advisory committee will then be tasked with reviewing the results of the needs assessment and providing recommendations to the Mayor and the Council no later than 60 days after the completion of the needs assessment, at which time the committee shall be dissolved.

Section 10. The Cannabis Needs Assessment shall be conducted by an entity, such as a Seattle-based educational institution, in partnership with a non-profit organization with experience in curriculum development, administering retail training and apprenticeship programs in the State of Washington, with expertise in the roles and functions of jobs within the cannabis industry, and that is not primarily funded by cannabis businesses or employer associations.

Section 11. 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 _____, 2022, and signed by
me in open session in authentication of its passage this _____ day of _____, 2022.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2022.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

Elizabeth M. Adkisson, Interim City Clerk

(Seal)

Attachments:

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Mayor's Office	Brianna Thomas x4-7955 Dan Eder x4-8147	N/A

** 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 establishing the City's commitments and plans for supporting cannabis workers and supporting communities disproportionately harmed by the federal War on Drugs.

Summary and background of the Legislation: The federal War on Drugs disproportionately impacted Black, Indigenous, and People of Color. Cannabis businesses operating in the City of Seattle must be licensed by both Seattle and the State of Washington; and Seattle cannabis businesses are owned primarily by White men.

The legislation would memorialize the City intent to take a series of actions:

1. Include issues of cannabis equity on the City's 2023 State Legislative Agenda.
2. Include issues of cannabis equity on the City's 2023 federal Legislative Agenda.
3. Continue to advocate partnership with King County to seek the expungement of cannabis convictions handed down prior to 2014.
4. Use summer legal interns to work on expungement of cannabis convictions.
5. Continue to partner with organizations that represent communities negatively impacted by the federal War on Drugs to ensure increased opportunities to ameliorate that damage including, but not limited to, cannabis related business ownership.
6. Partner with organizations advocating for the advancement, safety, and retention of cannabis workers.
7. Pursue funds from the State and federal governments to support this work.
8. Fund a Cannabis Needs Assessment to provide demographic information about workers currently employed in Seattle's cannabis industry; determine the highest training needs of those workers wishing to advance in the cannabis industry and become owners; and include recommendations about whether and how to fund such training.
9. Appoint an advisory committee comprised of workers, industry members, and community members impacted by the federal War on Drugs.

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?

Yes. The legislation indicates that the City will fund a Cannabis Needs Assessment, which is estimated to cost \$250,000. There is currently no identified source of funding for the Cannabis Needs Assessment.

Are there financial costs or other impacts of *not* implementing the legislation?

No.

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?

This legislation establishes expectations for steps the City intends to take to address the disproportionate harms that the federal War on Drugs caused to Black, Indigenous, and People of Color (BIPOC).

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

Summary Attachments:

Amendment A Version 1 to CB 120391 – Cannabis Equity ORD

Sponsor: Councilmembers Nelson and Mosqueda
Needs Assessment

Effect: This amendment would revise Section 10 to change the type of organization that should conduct the Cannabis Needs Assessment. The legislation currently states that the Needs Assessment shall be conducted by an entity, such as a Seattle-based educational institution, in partnership with a non-profit organization. This amendment would change Section 10 to state that the Needs Assessment shall be conducted by an independent academic institution with local expertise in:

- identifying training needs for workers in a variety of industries;
- developing industry- and job-specific training; and
- delivering job skills programs.

Amend Section 10 of CB 120391 as follows:

Section 10. The Cannabis Needs Assessment shall be conducted by an independent academic institution with local expertise in identifying training needs for workers in a variety of industries, developing industry- and job-specific training, and delivering job skills programs ~~entity, such as a Seattle-based educational institution, in partnership with a non-profit organization with experience in curriculum development, administering retail training and apprenticeship programs in the State of Washington, with expertise in the roles and functions of jobs within the cannabis industry,~~ and that is not ~~primarily~~ funded by cannabis businesses or employer associations.



Legislation Text

File #: CB 120392, **Version:** 2

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to licensing cannabis businesses in Seattle; establishing social equity applicant criteria for cannabis businesses; setting fees for cannabis businesses; expanding the purposes for which a cannabis license may be issued in the future; updating references in the code to “cannabis”; and amending Chapter 6.500 of the Seattle Municipal Code.

WHEREAS, the unequal enforcement of cannabis laws has resulted in racially disproportionate arrests and incarcerations causing inter-generational poverty, housing insecurity, loss of education and employment opportunities, disruption of family structures, and other burdens; and

WHEREAS, Initiative 502, the 2012 ballot measure that legalized recreational use of cannabis by adults over 21 years of age in the State of Washington, did not include provisions or create programs to acknowledge the disproportionate harms the enforcement of cannabis laws has had on certain populations and communities, primarily Black communities; and

WHEREAS, Seattle cannabis businesses are owned primarily by White men. This is also reflected nationally, as entry into the industry requires personal/generational wealth and a clean criminal record. The Washington State Liquor and Cannabis Board released ownership demographic data to the City of Seattle Department of Finance and Administrative Services (FAS) in 2018 and 2020 that confirms this disparity. As of January 2020, 42 of Seattle’s 48 cannabis retail stores had White majority ownership, and 37 of those stores were owned by White men; and

WHEREAS, recognizing these disparities, FAS launched a Racial Equity Toolkit (RET) in 2018 to examine racial disparities in the licensing of cannabis businesses in Seattle. Through research and multiple

engagements with hundreds of community stakeholders, the RET process resulted in community recommendations to address disproportionate ownership of Seattle cannabis businesses and redress some of the harms caused by the racially unequal enforcement of prior cannabis laws. Those recommendations include eliminating City licensing fees for individuals who meet social equity criteria; reducing buffering and dispersion requirements to ensure there are desirable locations available for cannabis business licensees who meet social equity criteria; providing grants or loans, technical assistance, and business planning and mentorship to cannabis business applicants and licensees who meet social equity criteria; and investment in communities most harmed by the disproportionate enforcement of prior cannabis prohibition laws; and

WHEREAS, cannabis businesses operating in Seattle must be licensed by both the City and the State, and City laws and regulations of cannabis businesses must be consistent with State law; and

WHEREAS, WAC 314-55-075 provides for businesses whose total space for cannabis production is less than 4,000 square feet to obtain a Tier 1 cannabis producer license from Washington State; and,

WHEREAS, Tier 1 cannabis producers are small family owned and operated businesses with slim margins which have been negatively impacted by the current license fee, and a reduced cannabis license fee would help to ensure the continued existence of small cannabis production businesses in Seattle; and

WHEREAS, cannabis transporters are small businesses that transport cannabis products between producers, processors and retailers which typically have a low profit margin as they are limited to transporting only cannabis products and only within Washington State; and

WHEREAS, Seattle cannabis retailers and processors rely on transporters to provide products for their businesses, and a reduced cannabis license fee for transporters would benefit Seattle businesses dependent upon the products they transport; and

WHEREAS, in 2020, the State passed legislation, further amended in 2021 and 2022, to establish a Social Equity in Cannabis program. The purpose of the legislation is to provide business opportunities to

cannabis license applicants who were disproportionately impacted by the unequal enforcement of cannabis prohibition laws. The program authorizes the Washington State Liquor and Cannabis Board to issue retailer licenses that were previously forfeited, cancelled, revoked, or never issued but which could have been issued without exceeding the statewide cap on the number of retail licenses set in rule by the Board. These licenses will only be issued to applicants who meet certain social equity criteria established by State law and further clarified by rules to be promulgated by the Washington State Liquor and Cannabis Board. The program also establishes a technical assistance grant program for applicants who meet social equity criteria; and

WHEREAS, in response to community demands from the Racial Equity Toolkit process, and to further reduce barriers to entry into the legal cannabis industry, The City of Seattle is establishing its own local Social Equity in Cannabis program, generally aligned with the State’s Social Equity in Cannabis program. This alignment will give those who meet social equity criteria, as established by State and local laws and rules, the greatest chances of success in entering the legal cannabis industry in Seattle; and

WHEREAS, the Washington State Social Equity in Cannabis Task Force was established in 2020 and amended in 2021 and 2022 to make recommendations to the Washington State Liquor and Cannabis Board to promote business ownership among individuals who have been disproportionately impacted by the federal policy known as the War on Drugs in order to remedy the harms resulting from the unequal enforcement of cannabis-related laws; and

WHEREAS, in addition to recommending the issuance of additional cannabis retailer, producer, and processor licenses for those who meet certain criteria for social equity, the Washington State Social Equity in Cannabis Task Force is currently considering recommendations for the Legislature to establish new cannabis business license types, including a cannabis delivery license and a cannabis social consumption license. The Task Force is also considering recommendations to make the new license types exclusive to those who meet certain criteria for social equity through 2029; and

WHEREAS, the City supports the establishment of new license types by the State, recognizing that Washington is behind other states in creating a variety of paths to market for cannabis consumers, producers, and retailers. The City also recognizes making these license types exclusive to social equity applicants creates a unique opportunity for individuals who have been disproportionately impacted by the War on Drugs, and who have historically been excluded from opportunities in the legal cannabis industry, to launch competitive cannabis businesses with a reasonable chance for success; and

WHEREAS, the use of the term “marijuana” in the United States has discriminatory origins and should be replaced with the more scientifically accurate term “cannabis”; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Chapter 6.500 of the Seattle Municipal Code, last amended by Ordinance 125703, is amended as follows:

Chapter 6.500 ((MARIJUANA)) CANNABIS BUSINESSES

Section 2. Section 6.500.020 of the Seattle Municipal Code, last amended by Ordinance 125516, is amended as follows:

6.500.020 Definitions

For the purposes of this Chapter 6.500 the following definitions are adopted:

“Authorization” means a form developed by the Washington State Department of Health that is completed and signed by a qualifying patient’s health care professional and printed on tamper-resistant paper.

“Cannabis” means all parts of the plant *Cannabis spp.*, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin. The term does not include:

1. The mature stalks of the plant; fiber produced from the stalks, oil or cake made from the seeds of the plant; any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except

the resin extracted therefrom), fiber, oil, or cake; or the sterilized seed of the plant that is incapable of germination; or

2. Hemp or industrial hemp as defined in RCW 15.140.020, seeds used for licensed hemp production under chapter 15.140 RCW.

“Cannabis business” means any person licensed by the Washington State Liquor and Cannabis Board and The City of Seattle to grow, possess, produce, process, manufacture, sell (whether at wholesale or retail), distribute, transport, allow for consumption on their premises, or deliver cannabis, and includes, but is not limited to, any cannabis processor, producer, or retailer, regardless of whether the cannabis is intended for medical or recreational use.

“Cannabis concentrates” means products consisting wholly or in part of the resin extracted from any part of the plant *Cannabis* and having a THC concentration greater than ten percent.

“Cannabis health and beauty aid” means a product containing parts of the cannabis plant and ~~((that))~~ which: (a) is intended for use only as a topical application to provide ~~((for))~~ therapeutic benefit or to enhance appearance; (b) contains a THC concentration of not more than 0.3 percent; (c) does not cross the blood-brain barrier; and (d) is not intended for ingestion by humans or animals.

“Cannabis-infused products” means products that contain cannabis or cannabis extracts, are intended for human use, are derived from cannabis, and have a THC concentration no greater than ten percent. The term “cannabis-infused products” does not include either useable cannabis or cannabis concentrates.

“Cannabis license” or “license” means a license issued by the Director giving permission to a person to engage in a cannabis business in Seattle.

“Cannabis processor” means a person licensed by the Washington State Liquor and Cannabis Board to process cannabis into cannabis concentrates, useable cannabis, and cannabis-infused products, package and label cannabis concentrates, useable cannabis, and cannabis-infused products for sale in retail outlets, and sell cannabis concentrates, useable cannabis, and cannabis-infused products at wholesale to cannabis retailers.

“Cannabis producer” means a person licensed by the Washington State Liquor and Cannabis Board to produce and sell cannabis at wholesale to cannabis processors and other cannabis producers.

“Cannabis producer - small business” means a cannabis producer holding a Tier 1 cannabis producer license from Washington State whose total space for cannabis production is less than 4,000 square feet;

“Cannabis products” means useable cannabis, cannabis concentrates, and cannabis-infused products as defined in this Section 6.500.020.

“Cannabis retailer” means a person licensed by the Washington State Liquor and Cannabis Board to sell cannabis concentrates, useable cannabis, and cannabis-infused products in a retail outlet.

“Cannabis transporter” means a person licensed by the Washington State Liquor and Cannabis Board to physically transport or deliver cannabis, cannabis concentrates, and cannabis-infused products between licensed cannabis businesses within Washington State.

“Department” means the Department of Finance and Administrative Services of The City of Seattle.

“Designated provider” means a person who is 21 years of age or older and:

1. a. Is the parent or guardian of a qualifying patient who is under the age of 18 years and ~~((, beginning July 1, 2016,))~~ holds a recognition card; or

b. Has been designated in writing by a qualifying patient to serve as the designated provider for that patient;

~~((1))~~ 2. a. Has an authorization from the qualifying patient’s health care professional; or:

~~((b. Beginning July 1, 2016:))~~

1) Has been entered into the medical ~~((marijuana))~~ cannabis authorization database as being the designated provider to a qualifying patient; ~~((and))~~

2) Has been provided a recognition card;

3) Is prohibited from consuming ~~((marijuana))~~ cannabis obtained for the personal, medical use of the qualifying patient for whom the individual is acting as designated provider;

4) Provides ~~((marijuana))~~ cannabis to only the qualifying patient that has designated ~~((him or her))~~ them;

5) Is in compliance with the terms and conditions of ~~((RCW))~~ chapter 69.51A RCW; and

6) Is the designated provider to only one patient at any one time.

“Director” means the Director of the Department of Finance and Administrative Services of The City of Seattle or that Director’s designee.

“Disproportionately impacted area” means a census tract or comparable geographic area that satisfies the following criteria, which may be further defined in a rule by the Director after consideration of the criteria established by the Washington State Liquor and Cannabis Board:

1. The area has a high poverty rate;

2. The area has a high rate of participation in income-based federal or state programs;

3. The area has a high rate of unemployment; and

4. The area has a high rate of arrest, conviction, or incarceration related to the sale, possession, use, cultivation, manufacture, or transport of cannabis.

“Employee” means any individual who is employed by an employer in return for the payment of direct or indirect monetary wages or profit, any individual who volunteers ~~((his or her))~~ their services to an employer for no monetary compensation, or any individual who performs work or renders services, for any period of time, at the direction of an owner, lessee, or other person in charge of a place.

“Engaging in business” has the meaning provided in subsection 5.30.030.B.1.

“Gross profit” means the entire gross receipts from all sales and services made in, upon, or from the licensed business.

“Health care professional” means a physician licensed under chapter 18.71 RCW, a physician assistant licensed under chapter 18.71A RCW, an osteopathic physician licensed under chapter 18.57 RCW, ~~((an osteopathic physician’s assistant licensed under chapter 18.57A RCW,))~~ a naturopath licensed under chapter

18.36A RCW, or an advanced registered nurse practitioner licensed under chapter 18.79 RCW.

“Juvenile” means any individual who is under the chronological age of 18 years.

~~(“Marijuana” means all parts of the plant *Cannabis*, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. The term does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.~~

~~“Marijuana business” means any person or entity that grows, possesses, produces, processes, manufactures, sells (whether at wholesale or retail), distributes, transports, allows for consumption on their premises, or delivers marijuana with the object of gain, benefit, or advantage to the person, and includes, but is not limited to, any marijuana processor, producer, or retailer, regardless of whether the marijuana is intended for medical or recreational use.~~

~~“Marijuana concentrates” means products consisting wholly or in part of the resin extracted from any part of the plant *Cannabis* and having a THC concentration greater than ten percent.~~

~~“Marijuana license” or “license” means a license issued by the Director giving permission to a person to engage in a marijuana business in Seattle.~~

~~“Marijuana processor” means a person licensed by the Washington State Liquor and Cannabis Board to process marijuana into marijuana concentrates, usable marijuana, and marijuana-infused products, package and label marijuana concentrates, usable marijuana, and marijuana-infused products for sale in retail outlets, and sell marijuana concentrates, usable marijuana, and marijuana-infused products at wholesale to marijuana retailers.~~

~~“Marijuana producer” means a person licensed by the Washington State Liquor and Cannabis Board to~~

~~produce and sell marijuana at wholesale to marijuana processors and other marijuana producers.~~

~~“Marijuana products” means usable marijuana, marijuana concentrates, and marijuana-infused products as defined in this Section.~~

~~“Marijuana-infused products” means products that contain marijuana or marijuana extracts, are intended for human use, are derived from marijuana, and have a THC concentration no greater than ten percent. The term “marijuana-infused products” does not include either usable marijuana or marijuana concentrates.~~

~~“Marijuana retailer” means a person licensed by the Washington State Liquor and Cannabis Board to sell marijuana concentrates, usable marijuana, and marijuana-infused products in a retail outlet.)~~

~~“Medical ((marijuana)) cannabis authorization database” means the secure and confidential database created by the Washington State Department of Health pursuant to ((chapter)) RCW 69.51A.230. ((RCW, as amended by Chapter 70, Laws of 2015.))~~

“Net profit” means gross sales minus cost of goods sold.

“Operator” means any person operating, conducting, or maintaining a ((marijuana)) cannabis business.

“Person” means any individual, partnership, corporation, trust, incorporated or unincorporated association, marital community, joint venture, governmental entity, or other entity or group of persons however organized.

“Process” means to engage in any one or more of the activities of a ((marijuana)) cannabis processor.

“Produce” means to plant, grow, or harvest ((marijuana)) cannabis for medical or recreational use.

“Qualifying patient” means a person who:

1. ((a.)) Is a patient of a health care professional;

((b)) 2. Has been diagnosed by that health care professional as having a terminal or debilitating medical condition;

((c)) 3. Is a resident of the state of Washington at the time of such diagnosis;

((d)) 4. Has been advised by that health care professional about the risks and benefits of the medical use

of ~~((marijuana))~~ cannabis;

((e)) 5. Has been advised by that health care professional that ~~((he or she))~~ they may benefit from the medical use of ~~((marijuana))~~ cannabis;

((f)) 6. ((1)) a. Has an authorization from ~~((his or her))~~ their health care professional; or

((2)) b. ~~((Beginning July 1, 2016, has))~~ Has been entered into the medical ~~((marijuana))~~ cannabis authorization database and has been provided a recognition card; and

((g)) 7. Is otherwise in compliance with the terms and conditions of chapter 69.51A RCW.

~~((2.))~~ “Qualifying patient” does not include a person who is actively being supervised for a criminal conviction by a corrections agency or department that has determined that the terms of chapter 69.51A RCW are inconsistent with and contrary to ~~((his or her))~~ that person’s supervision and all related processes and procedures related to that supervision.

“Recognition card” means a card issued to qualifying patients and designated providers by a ~~((marijuana))~~ cannabis retailer with a medical ~~((marijuana))~~ cannabis endorsement that has entered them into the medical ~~((marijuana))~~ cannabis authorization database.

“Social equity applicant” means:

1. An applicant who has at least 51 percent ownership and control by one or more individuals who have resided in a disproportionately impacted area for a period of time defined in rule by the Director after consideration of the time period established by the Washington State Liquor and Cannabis Board; or

2. An applicant who has at least 51 percent ownership and control by at least one individual who has been convicted of a cannabis offense, a drug offense, or is a family member of such an individual; or

3. An applicant who meets criteria defined in rule by the Director after consideration of the criteria established by the Washington State Liquor and Cannabis Board.

“Successor” means any person to whom the owner(s) of a ~~((marijuana))~~ cannabis business who are quitting, selling out, exchanging, or disposing of the ~~((marijuana))~~ cannabis business sells or otherwise

conveys, directly or indirectly, the owner(s)' share of the business, or any part of the materials, supplies, merchandise, inventory, fixtures, or equipment of the business in bulk and not in the ordinary course of the person's marijuana business. Any person obligated to fulfill the terms of a contract shall be deemed a successor to any contractor defaulting in the performance of any contract as to which such person is a surety or guarantor.

"Tamper-resistant paper" means paper that meets one or more of the following industry-recognized features:

1. One or more features designed to prevent copying of the paper;
2. One or more features designed to prevent the erasure or modification of information on the paper; or
3. One or more features designed to prevent the use of counterfeit authorization.

~~((“Recognition card” means a card issued to qualifying patients and designated providers by a marijuana retailer with a medical marijuana endorsement that has entered them into the medical marijuana authorization database.))~~

"True party of interest" means:

1. For a sole proprietorship, the sole proprietor and spouse.
2. For a general partnership, all partners and their spouses.
3. For a limited partnership, limited liability partnership, or limited liability limited partnership, all general partners and their spouses and all limited partners and their spouses.
4. For a limited liability company, all members and their spouses, and all managers and their spouses.
5. For a privately held corporation, all corporate officers (or persons with equivalent title) and their spouses, and all stockholders and their spouses.
6. For a publicly held corporation, all corporate officers (or persons with equivalent title) and their spouses, and all stockholders and their spouses.
7. For multilevel ownership structures, all persons and entities that make up the ownership structure and their spouses.

8. Any entity or person (inclusive of financiers) that is expecting a percentage of the profits in exchange for a monetary loan or expertise, any entity or person who is in receipt of, or has the right to receive, a percentage of the gross or net profit from the licensed business during any full or partial calendar or fiscal year, or any entity or person who exercises control over the licensed business in exchange for money or expertise.

“True party of interest” does not mean:

1. A person or entity receiving reasonable payment for rent on a fixed basis under a bona fide lease or rental obligation, unless the lessor or property manager exercises control over or participates in the management of the business.

2. A person who receives a bonus as an employee, if: the employee is on a fixed wage or salary and the bonus is not more than 25 percent of the employee’s pre-bonus annual compensation; or the bonus is based on a written incentive/bonus program that is not out of the ordinary for the services rendered.

3. A person or entity contracting with the applicant(s) to sell the property, unless the contract holder exercises control over or participates in the management of the licensed business.

~~((“Usable Marijuana”))~~ “Useable cannabis” means dried ~~((marijuana))~~ cannabis flowers. The term ~~((“usable marijuana”))~~ “useable cannabis” does not include either ~~((marijuana))~~ cannabis-infused products or ~~((marijuana))~~ cannabis concentrates.

Section 3. Section 6.500.030 of the Seattle Municipal Code, last amended by Ordinance 125516, is amended as follows:

6.500.030 License required

A. It is unlawful for any person to engage in a ~~((marijuana))~~ cannabis business in the City unless such person possesses a valid ~~((marijuana))~~ cannabis license and is in compliance with all ~~((provision[s]))~~ provisions of this Chapter 6.500.

B. The following are exempt from the requirement to obtain a ~~((marijuana))~~ cannabis license:

1. ~~((Marijuana))~~ Cannabis businesses located on federal lands.

2. Persons licensed by the Washington State Liquor and Cannabis Board to conduct quality assurance testing or research on ((~~marijuana~~)) cannabis for scientific purposes.

3. Manufacturers and distributors of cannabis health and beauty aids.

Section 4. Section 6.500.040 of the Seattle Municipal Code, last amended by Ordinance 125516, is amended as follows:

6.500.040 General provisions

A. No ((~~marijuana~~)) cannabis business shall be located within another business. More than one ((~~marijuana~~)) cannabis business licensee may be located in the same building if each licensee occupies an area that is physically separate from any other business and has its own separate entrance. Licensees shall not commingle ((~~marijuana~~)) cannabis and ((~~marijuana~~)) cannabis products.

B. No ((~~marijuana~~)) cannabis processor licensed by the Department shall conduct the processing, storage, or sale of ((~~marijuana~~)) cannabis-infused products except using sanitary practices and ensuring facilities are constructed, kept, and maintained in a clean and sanitary condition pursuant to rules prescribed by the Seattle Department of Construction and Inspections, Seattle Fire Department, Washington Department of Agriculture under Chapters 16-165 and 16-167 of the Washington Administrative Code (WAC), and Seattle-King County Department of Public Health.

C. Consumption of ((~~marijuana~~)) cannabis or ((~~marijuana~~)) cannabis products is prohibited on licensed premises unless expressly permitted by license type.

D. Signs containing the following language must be conspicuously posted at each entry: “Persons under 21 years of age are not permitted on these premises without a valid qualifying patient card. Juvenile qualifying patients must be accompanied by their designated provider at all times.”

E. ((~~Marijuana~~)) Cannabis and ((~~marijuana~~)) cannabis products may only be sold or provided to the public by retail licensees from their licensed business locations or by other licensees expressly permitted by license type to sell or provide cannabis or cannabis products to the public.

F. ((~~Marijuana~~)) Cannabis and ((~~marijuana~~)) cannabis products shall not be sold, donated or transferred at festivals, fairs, farmers' markets, or other similar events without a license expressly permitting such activities.

G. Licensees may only purchase ((~~marijuana~~)) cannabis and ((~~marijuana~~)) cannabis products from another licensee in compliance with Section 5.55.030 of the Seattle Municipal Code and this Chapter 6.500.

Section 5. Section 6.500.050 of the Seattle Municipal Code, last amended by Ordinance 125516, is amended as follows:

6.500.050 License applications

A. Only persons who possess a valid Washington State Liquor and Cannabis Board license to engage in a cannabis business, including but not limited to a license to produce, process, distribute, or transport ((~~marijuana~~)) cannabis or ((~~marijuana~~)) cannabis products are eligible for a City ((~~marijuana~~)) cannabis license.

B. Those persons licensed by the Liquor and Cannabis Board to conduct quality assurance testing or research on ((~~marijuana~~)) cannabis for scientific purposes are exempted from the requirement to acquire the license created by this Chapter 6.500. Manufacturers and distributors of cannabis health and beauty aids are likewise exempted from the requirement to acquire a license created by this Chapter 6.500.

C. ((~~Marijuana~~)) Cannabis businesses that are not located within Seattle city limits but provide ((~~marijuana~~)) cannabis or ((~~marijuana~~)) cannabis products to ((~~marijuana~~)) cannabis businesses located in Seattle city limits must obtain ((~~marijuana~~)) cannabis licenses.

D. All applications shall be submitted by and issued in the name(s) of the true party(ies) of interest and shall be signed by such person(s) and certified as true under penalty of perjury, and shall be accompanied by written evidence sufficient to show that such person(s) are the owner, operator, or lessee of the premises. All applications shall be submitted on a form supplied by the Director.

1. Failure to provide complete information required on an application form approved by the Director's form shall render the application incomplete and the license consequently shall be denied.

2. Within 30 days of any change in the information required to be submitted in this Section 6.500.050, each licensee shall notify the Director in writing of such change on a form provided by the Director.

E. Applicants shall comply with all City and State laws, including but not limited to license or tax obligations and all provisions of this Chapter 6.500.

F. Licensees who cease to engage in ~~((marijuana))~~ cannabis business activities must notify the Department within 15 days of discontinuation.

Section 6. Section 6.500.080 of the Seattle Municipal Code, last amended by Ordinance 125703, is amended as follows:

6.500.080 License and related fees

A. Licenses shall expire June 30 each year and be annually renewable. The following annual fees shall apply:

1. ~~((Marijuana License))~~ Cannabis license - Located in Seattle: \$3500
2. Cannabis license for cannabis producer - small business - Located in Seattle: \$2,000
3. Cannabis license for cannabis transporter - Located in Seattle: \$2,000
4. Cannabis license for social equity applicants - Located in Seattle: \$0
- ~~((2))~~ 5. ~~((Marijuana License))~~ Cannabis license - Located outside Seattle: ~~((.....))~~ \$2,000
6. Cannabis license for social equity applicants - Located outside Seattle: \$0

B. License fees are non-refundable.

C. License fees are not prorated.

D. Related fees

- ~~((1. Premises reinspection \$250~~
2. ~~License reinstatement \$250~~
- 3)) 1. Relocation of physical address: ((.....)) \$250
2. Relocation of physical address for social equity applicants: \$0

E. The Director shall review annually the licensing fees in this Section 6.500.080 and may make any necessary adjustments in a Director's Rule to ensure the fees achieve full cost recovery of the Department's administrative, enforcement, and other regulatory costs based on, but not limited to, consideration of the following factors:

1. The projected costs and annual budget allotted for administrative, enforcement, and regulatory costs across the ~~((marijuana))~~ cannabis industry; and
2. The need for increased enforcement to reduce illegal activity.

Section 7. Section 6.500.100 of the Seattle Municipal Code, enacted by Ordinance 124807, is amended as follows:

6.500.100 State regulatory provisions_ ~~((;))~~ Director to adopt rules

The Director shall adopt rules that incorporate applicable provisions of the Washington Administrative Code relating to the regulation of ~~((marijuana))~~ cannabis businesses by the Washington State Liquor and Cannabis Board, and shall periodically review and update such rules as changes are made to such provisions of the Washington Administrative Code.

Section 8. Section 6.500.110 of the Seattle Municipal Code, last amended by Ordinance 125516, is amended as follows:

6.500.110 Restricted access for persons under 21 years of age

A. It is unlawful for any person under the age of 21 years to be in or upon any licensed premises, except that qualifying patients ages 18 to 21 years in possession of a valid recognition card and juveniles both in possession of a valid recognition card and accompanied by a designated provider may enter upon the premises of a licensed ~~((marijuana))~~ cannabis retail business as long as the retailer possesses a Washington State-issued medical ~~((marijuana))~~ cannabis endorsement.

B. It is unlawful for any owner, operator, manager, employee, or other person in charge of a ~~((marijuana))~~ cannabis business to allow any person under the age of 21 years to be in or upon any licensed premises,

except that qualifying patients ages 18 to 21 years in possession of a valid recognition card and juveniles both in possession of a valid recognition card and accompanied by a designated provider may enter upon the premises of a licensed ((~~marijuana~~)) cannabis retail business as long as the retailer possesses a medical ((~~marijuana~~)) cannabis endorsement.

C. All licensees shall affirmatively check the identifications and confirm the ages of all persons who enter or are on the premises.

D. ((~~Marijuana~~)) Cannabis retailers with medical endorsements shall issue recognition cards in accordance with state law and shall confirm the validity of authorizations and recognition cards when selling ((~~marijuana~~)) cannabis or ((~~marijuana~~)) cannabis products under their medical ((~~marijuana~~)) cannabis endorsements.

Section 9. Section 6.500.140 of the Seattle Municipal Code, last amended by Ordinance 124963, is amended as follows:

6.500.140 License suspension

In addition to the reasons set forth in Section 6.202.230 as now or hereafter amended, any license issued under this Chapter 6.500 may be suspended upon a finding that:

A. Any amount of ((~~marijuana~~)) cannabis or ((~~marijuana~~)) cannabis product has been sold to any person that is under the age of 21 years who is not a qualifying patient with a recognition card issued by the licensee or any of the licensee’s owners, officers, managers, employees, or agents. Designated providers with a recognition card may purchase ((~~marijuana~~)) cannabis or ((~~marijuana~~)) cannabis products on behalf of a qualified patient of any age;

B. The licensee or any of its owners, officers, managers, employees, or agents has violated or failed to comply with any applicable provisions of this Chapter 6.500 or any rule or regulation prescribed under this Chapter 6.500;

C. The licensee or its owners, officers, managers, employees, or agents permitted or authorized any

violation of any of the provisions of this Chapter 6.500 by any person;

D. Three or more of any combination of citations, notices of violation, notices of infraction, charges, complaints, or any other notifications to the licensee that the licensee has violated any one or more provisions of the Seattle Municipal Code or other applicable law, including but not limited to applicable development regulations, zoning and building codes, noise, fire, licensing and health ordinances, laws, rules, and regulations, were issued to the licensee in any three-month period;

E. The licensee does not maintain a current license required under Chapter 6.208 or is in default in any payment of any license fee or tax, penalty, or interest due under Title 5 or Title 6;

F. The licensee is a person who has been certified pursuant to RCW 74.20A.320 by the Washington Department of Social and Health Services as a person who is not in compliance with a support order. If the person has continued to meet all other requirements for reinstatement during the suspension, reissuance of the license shall be automatic upon the Director's receipt of a release issued by the Washington Department of Social and Health Services stating that the licensee is in compliance with the order; or

G. The licensee, manager, or any employee or agent of a licensee knew or had reason to know that a violation of this Chapter 6.500 was occurring or about to occur and such licensee, manager, employee, or agent failed to either prevent or report to proper law enforcement authorities the violation.

Section 10. Section 6.500.143 of the Seattle Municipal Code, enacted by Ordinance 125516, is amended as follows:

6.500.143 Property owner responsibilities

No property owner shall permit a lessee or sublessee to engage in a ~~((marijuana))~~ cannabis business on the property unless the lessee or sublessee possesses a valid ~~((marijuana))~~ cannabis business license.

Section 11. Section 6.500.147 of the Seattle Municipal Code, enacted by Ordinance 124807, is amended as follows:

6.500.147 Suspension or revocation- ~~((; effective))~~ Effective date- ~~((; length))~~ Length

A. Except for summary suspensions under Section 6.500.150, suspensions or revocations become effective upon the date of issuance of any notice of suspension or revocation or, in the event of an appeal, when a final ruling on appeal affirming the Director's findings is issued.

B. Length of suspensions

1. Unless a time period is specified in a particular section of this Chapter 6.500, suspensions shall extend until evidence is produced to the Director showing by preponderance that the violation is cured. Where a violation cannot be cured, suspensions shall extend one month or until the license expires, whichever occurs first. Licensees must submit a written request for reinstatement to the Director after the period of suspension has passed.

2. The Department shall post a suspension notice in a conspicuous place on or about the licensed premises. The notice shall state that the license has been suspended by order of the Director.

3. During the period of license suspension, the licensee, its manager, employees, and agents:

- a. Are required to comply with all applicable laws;
- b. Shall not remove, alter, or cover the posted suspension notice, and may not permit another person to do so;
- c. Shall not place or permit the placement of any statement on the licensed premises indicating that the premises has been closed for any reason other than as stated in the suspension notice;
- d. Shall not advertise by any means that the licensed premises is closed for any reason other than as stated in the suspension notice.

4. During the period of license suspension:

- a. The licensee shall not operate the ((~~marijuana~~)) cannabis business; and
- b. No sale, delivery, service, destruction, removal, or receipt of ((~~marijuana~~)) cannabis or ((~~marijuana~~)) cannabis products shall be conducted by the licensee.

5. Upon approval by the Director, a licensee may take necessary measures to keep current stock

that is on hand at the time of the suspension from spoiling or becoming unsalable during a suspension, provided that such measures shall not include processing the product.

6. If the Director has ordered a license suspended, the applicant may contest the suspension to the Hearing Examiner in the same manner as that provided under Section 6.202.270 to contest license denials, revocations, or refusals to renew.

C. Length of Revocation. Revocations shall extend until the end of the annual license period. The licensee or any person in which the licensee is a principal, or any person who is or was a principal of the licensee, shall not again be licensed during such period.

D. Except in cases involving summary suspension, whenever a timely notice of appeal under Section 6.202.270 is filed, a licensee may continue to engage in the activity for which the license is required pending a final decision.

Section 12. Section 6.500.150 of the Seattle Municipal Code, enacted by Ordinance 124807, is amended as follows:

6.500.150 License-Summary suspension

A. Notwithstanding any other provision of this Chapter 6.500, a license may be summarily suspended, with such suspension to take effect immediately by order of the Director prior to hearing upon finding that there is reasonable cause to believe that ~~((the))~~ activity ~~((licensed under this Chapter 6.500 and))~~ engaged in by the licensee causes or will cause a clear, substantial, and imminent hazard to life, safety, property, or privacy.

B. Whenever any license is summarily suspended a hearing by the Hearing Examiner may be requested by the licensee within ten days after the date of suspension. The Director may waive the ten-day requirement upon satisfaction that failure to submit the request was beyond the control of the licensee. Such hearing shall be held within five days of the request, unless a later date is agreed to by the licensee, with a minimum 48 ~~((-))~~ hours' notice to the licensee, and shall be conducted by the Hearing Examiner according to the Hearing Examiner rules for contested cases. The Director shall have the burden of proving by a preponderance of the

evidence that the activity engaged in by the licensee causes or will cause a clear, substantial and imminent hazard to life, safety, property, or privacy. The Hearing Examiner shall issue the decision within ten days of the date of the hearing.

C. If the applicant does not file a timely request for hearing, the Director’s order for summary suspension shall be final and the suspension shall remain in effect until such time as the Director determines that the hazard no longer exists.

Section 13. Section 6.500.160 of the Seattle Municipal Code, last amended by Ordinance 125516, is amended as follows:

6.500.160 Seizure or confiscation of ((marijuana)) cannabis and ((marijuana)) cannabis products

The Department, its authorized agents, or the Seattle Police Department may seize or confiscate (1) all ((marijuana)) cannabis or ((marijuana)) cannabis products in the possession of a ((marijuana)) cannabis business that does not possess a valid ((marijuana)) cannabis license, ((and)) or (2) all ((marijuana)) cannabis or ((marijuana)) cannabis products that do not meet any or all ((of)) requirements of this Chapter 6.500 or any rules promulgated pursuant to this Chapter 6.500.

Nothing in this Section 6.500.160 shall be construed to limit the authority of any law enforcement officer to seize or confiscate ((marijuana)) cannabis or ((marijuana)) cannabis products pursuant to any other law.

Section 14. 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 _____, 2022, and signed by me in open session in authentication of its passage this _____ day of _____, 2022.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2022.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

Elizabeth M. Adkisson, Interim City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Mayor's Office	Brianna Thomas x4-7955 Dan Eder x4-7831	Lorine Cheung

** 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 licensing cannabis businesses in Seattle; establishing social equity applicant criteria and setting related fees for qualifying cannabis businesses; expanding the purposes for which a cannabis license may be issued in the future; updating references in the code to “cannabis”; and amending Chapter 6.500 of the Seattle Municipal Code.

Summary and background of the Legislation: The federal War on Drugs disproportionately impacted Black, Indigenous, and People of Color. Cannabis businesses operating in the City of Seattle must be licensed by both Seattle and the State of Washington; and Seattle cannabis businesses are owned primarily by White men.

The legislation would update the City’s codes with respect to licensing cannabis businesses in several ways.

1. The legislation would create a new “social equity applicant” definition for those applying for a Seattle cannabis license. The Seattle license annual fee for those who meet the social equity applicant definition would be zero.
2. The legislation would expand the purposes for which a Seattle cannabis license may be issued in the future, anticipating future actions by the State to expand the types of State-licensed cannabis businesses.
3. The legislation updates references in the code from “marijuana” to “cannabis.”

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?

Yes. If this legislation is implemented, annual fees could decrease by a nominal amount depending on the number of social equity applicants for Seattle cannabis licenses.

Are there financial costs or other impacts of *not* implementing the legislation?

No.

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?

Future actions by the State to create additional social equity licenses for existing cannabis business types provide additional opportunities for BIPOC-owned cannabis businesses; and future actions by the State to create additional types of cannabis businesses also create additional opportunities for BIPOC-owned cannabis businesses. Creating and implementing a no-cost Seattle cannabis license for social equity applicants is intended to encourage cannabis businesses owned by Black, Indigenous, and People of Color (BIPOC) to locate in Seattle.

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

Summary Attachments:



Legislation Text

File #: CB 120393, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to employment in Seattle; adding a new Chapter 8.38 to the Seattle Municipal Code; and amending Sections 3.02.125 and 14.20.025 of the Seattle Municipal Code.

WHEREAS, the Council finds that it is necessary and appropriate to regulate the emerging cannabis industry within the City to improve workforce training and development, provide employee protections, and remedy the damage caused by cannabis prohibition and the failed War on Drugs to communities of color and marginalized communities; and

WHEREAS, the Council intends to address equity and workforce development within the cannabis industry by passing a package of ordinances; and

WHEREAS, jobs in the cannabis industry pose unusual risks to workers in both retail and processing due to the prevalence of cash-based transactions, use of volatile chemicals in manufacturing, and contagion exposure, and which involves a product that is highly regulated in Washington and remains illegal under federal law; and

WHEREAS, the Council encourages every cannabis business to insure that ten percent of all hours worked by employees are performed by employees who have an arrest or conviction for the possession, use, manufacture, or cultivation of cannabis that occurred prior to January 1, 2014 or has otherwise demonstrated impact from the failed War on Drugs (including having a parent, sibling, spouse, or child who has such conviction); and

WHEREAS, it is in the City's interest to retain cannabis workers who are trained in safety and compliance;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. A new Chapter 8.38 is added to the Seattle Municipal Code as follows:

Chapter 8.38 CANNABIS EMPLOYEE JOB RETENTION

8.38.010 Short title

This Chapter 8.38 shall constitute the “Cannabis Employee Job Retention Ordinance” and may be cited as such.

8.38.020 Definitions

For purposes of this Chapter 8.38:

"Adverse action" means denying a job or promotion, demoting, terminating, failing to rehire after a seasonal interruption of work, threatening, penalizing, engaging in unfair immigration-related practices, filing a false report with a government agency, changing an employee's status to a nonemployee, or otherwise discriminating against any person for any reason prohibited by this Chapter 8.38. "Adverse action" for an employee may involve any aspect of employment, including pay, work hours, responsibilities or other material change in the terms and conditions of employment.

"Agency" means the Office of Labor Standards and any division therein.

"Aggrieved party" means an employee or other person who suffers tangible or intangible harm due to an employer or other person's violation of this Chapter 8.38.

“Cannabis business” means an organization licensed or required to be licensed under Chapter 6.500.

"Change in control" means any sale, assignment, transfer, contribution, or other disposition of all or substantially all of the assets used in the operation of a cannabis business or a discrete portion of the cannabis business that continues in operation as a cannabis business of the same business type, or a controlling interest (including by consolidation, merger, or reorganization) of the outgoing cannabis employer or any person who controls the outgoing cannabis employer.

"City" means The City of Seattle.

"Compensation" means payment owed to an employee by reason of employment including, but not limited to, salaries, wages, tips, overtime, commissions, piece rate, bonuses, rest breaks, promised or legislatively required pay or paid leave, and reimbursement for employer expenses. For reimbursement for employer expenses, an employer shall indemnify the employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of the employee's duties, or of the employee's obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

"Director" means the Director of the Office of Labor Standards or the Director's designee.

"Employ" means to suffer or permit to work.

"Employee" means any individual employed by an employer, including but not limited to full-time employees, part-time employees, and temporary workers. An employer bears the burden of proof that the individual is, as a matter of economic reality, in business for oneself rather than dependent upon the alleged employer.

"Employer" means any individual, partnership, association, corporation, business trust, or any entity, person or group of persons, or a successor thereof, that employs another person and includes any such entity or person acting directly or indirectly in the interest of the employer in relation to the employee. More than one entity may be the "employer" if employment by one employer is not completely disassociated from employment by any other employer.

"Employment commencement date" means the date on which an employee retained by the incoming cannabis employer pursuant to this Chapter 8.38 commences work for the incoming cannabis employer in exchange for benefits and compensation under the terms and conditions established by the incoming cannabis employer or as required by law.

"Incoming cannabis employer" means an employer that owns, controls, or operates a cannabis business that is subject to a change in control after the change in control.

"Outgoing cannabis employer" means an employer that owns, controls, or operates a cannabis business that is subject to a change in control prior to the change in control.

"Preferential hiring list" means a list of the names, addresses, dates of hire, and job classifications for all employees that worked in the City for the outgoing cannabis employer for at least 30 calendar days prior to the execution of a transfer document.

"Rate of inflation" means 100 percent of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers, termed CPI-W, for the 12 month period ending in August, provided that the percentage increase shall not be less than zero.

"Respondent" means an employer or any person who is alleged to have committed a violation of this Chapter 8.38.

"Successor" means any person to whom an employer quitting, selling out, exchanging, or disposing of a business sells or otherwise conveys in bulk and not in the ordinary course of the employer's business, a major part of the property, whether real or personal, tangible or intangible, of the employer's business. For purposes of this definition, "person" means any individual, receiver, administrator, executor, assignee, trustee in bankruptcy, trust, estate, firm, corporation, business trust, partnership, limited liability partnership, company, joint stock company, limited liability company, association, joint venture, or any other legal or commercial entity.

"Transfer document" means the purchase agreement or other document(s) creating a binding agreement to effect a change in control.

8.38.030 Employee coverage

For the purposes of this Chapter 8.38, covered employees are limited to those who have worked in the City for an outgoing cannabis business for at least 30 calendar days prior to the execution of a transfer document.

8.38.040 Employer coverage

A. For the purposes of this Chapter 8.38, covered employers are limited to those who own, control, or operate a cannabis business in the City, including but not limited to integrated enterprises.

B. Separate entities that form an integrated enterprise shall be considered a single employer under this Chapter 8.38. Separate entities will be considered an integrated enterprise and a single employer under this Chapter 8.38 where a separate entity controls the operation of another entity. The factors to consider include but are not limited to:

1. Degree of interrelation between the operations of multiple entities;
2. Degree to which the entities share common management;
3. Centralized control of labor relations;
4. Degree of common ownership or financial control over the entities; and
5. Use of a common brand, trade, business, or operating name.

8.38.050 Outgoing cannabis employer obligations

A. When a cannabis business undergoes a change in control, the outgoing employer shall, within 15 calendar days after the execution of a transfer document, provide a preferential hiring list to the incoming cannabis employer.

B. The outgoing cannabis employer shall post written notice of the change in control at the affected business within five business days following the execution of the transfer document. Notice shall be posted in a conspicuous place so as to be readily viewed by employees and applicants for employment. Notice shall include, but not be limited to, the name of the outgoing cannabis employer and its contact information, the name of the incoming cannabis employer and its contact information, and the effective date of the change in control.

8.38.060 Incoming cannabis employer obligations

A. The incoming cannabis employer shall keep the notice required by subsection 8.38.050.B posted during any closure of the cannabis business and for 180 calendar days after the cannabis business is open to the public under its control.

B. The incoming cannabis employer shall:

1. Maintain the preferential hiring list provided by the outgoing cannabis employer, as set forth in subsection 8.38.050.A; and

2. Hire from that preferential hiring list for a period beginning upon the execution of the transfer document and continuing for 180 calendar days after the cannabis business is open to the public under the incoming cannabis employer. The incoming cannabis employer must hire by seniority within each job classification to the extent that comparable job classifications exist.

C. If the incoming cannabis employer extends an offer of employment to an employee, the offer shall be in writing and remain open for at least ten business days.

D. If the employee accepts the written job offer, the incoming cannabis employer shall retain that employee for no fewer than 90 calendar days following the employee's employment commencement date. During this 90-day transition employment period, the employee shall be employed under the terms and conditions established by the incoming cannabis employer, or as required by law, except for as provided in subsection 8.38.060.E.

E. During the 90-day transition employment period established by subsection 8.38.060.D, the incoming cannabis employer shall:

1. Only lay off employees if the incoming cannabis employer determines that fewer cannabis employees were required than by the outgoing cannabis employer. In this circumstance, the incoming cannabis employer shall retain employees by seniority within each job classification to the extent that comparable job classifications exist; and

2. Only discharge an employee for just cause.

F. At the end of the 90-day transition employment period established by subsection 8.38.060.D, the incoming cannabis employer shall provide a written performance evaluation to each employee. If the employee's performance during the 90-day transition employment period is satisfactory, the incoming cannabis employer shall consider offering the employee continued employment under the terms and conditions

established by the incoming cannabis employer, or as required by law.

8.38.100 Notice and posting

A. The Agency shall create and make available a poster that gives notice of the rights afforded by this Chapter 8.38. The Agency shall create the poster in English, Spanish, and other languages. The poster shall give notice of:

1. The right to notice that the cannabis business is changing ownership;
2. The right to be offered a job with the incoming cannabis employer;
3. The right to just cause employment for the first 90 days of employment;
4. If layoff is required, the right to be laid off by seniority within one's job classification for the first 90 days of employment;
5. The right to a written performance evaluation after 90 days of employment;
6. The right to be protected from retaliation for exercising in good faith the rights protected by this Chapter 8.38; and
7. The right to file a complaint with the Agency or bring a civil action for violation of the requirements of this Chapter 8.38.

B. Employers shall display the poster in a conspicuous and accessible place at any workplace or job site where any of their employees work. Employers shall display the poster in English and in the primary language of the employee(s) at the particular workplace. Employers shall make a good faith effort to determine the primary languages of the employees at that particular workplace. If display of the poster is not feasible, including situations when the employee works remotely or does not have a regular workplace or job site, employers may provide the poster on an individual basis in an employee's primary language in physical or electronic format that is reasonably conspicuous and accessible.

C. Employers shall give written notice to employees of the name and any trade ("doing business as") names used by any associated integrated enterprise. Such information shall be included in the written notice of

employment information required by subsection 14.20.025.D.

8.38.110 Employer records

A. Each employer shall retain records that document compliance with this Chapter 8.38 including:

1. A written copy of the preferential hiring list required by subsection 8.38.050.A;
2. Written verification of offers of employment extended to each employee as required by subsection 8.38.060.B. The verification shall include the name, address, date of hire, and employment occupation classification of each employee;
3. Written records of the performance evaluations required by subsection 8.38.060.F; and
4. Pursuant to rules issued by the Director, other records that are material and necessary to

effectuate the terms of this Chapter 8.38.

B. Records required by subsection 8.38.110.A shall be retained for a period of three years.

C. If the employer fails to retain adequate records required under subsection 8.38.110.A, there shall be a presumption, rebuttable by clear and convincing evidence, that the employer violated this Chapter 8.38 for the periods for which records were not retained for each employee for whom records were not retained.

8.38.120 Retaliation prohibited

A. No employer or any other person shall interfere with, restrain, deny, or attempt to deny the exercise of any right protected under this Chapter 8.38.

B. No employer or any other person shall take any adverse action against any person because the person has exercised in good faith the rights protected under this Chapter 8.38. Such rights include but are not limited to the right to make inquiries about the rights protected under this Chapter 8.38; the right to inform others about their rights under this Chapter 8.38; the right to inform the person's employer, the person's legal counsel, a union or similar organization, or any other person about an alleged violation of this Chapter 8.38; the right to file an oral or written complaint with the Agency or bring a civil action for an alleged violation of this Chapter 8.38; the right to cooperate with the Agency in its investigations of this Chapter 8.38; the right to testify in a

proceeding under or related to this Chapter 8.38; the right to refuse to participate in an activity that would result in a violation of city, state, or federal law; and the right to oppose any policy, practice or act that is unlawful under this Chapter 8.38.

C. No employer or any other person shall communicate to a person exercising rights protected in this Section 8.38.120, directly or indirectly, the willingness to inform a government employee or contracted organization that the person is not lawfully in the United States, or to report, or to make an implied or express assertion of a willingness to report, suspected citizenship or immigration status of an employee or a family member of the employee to a federal, state, or local agency because the employee has exercised a right under this Chapter 8.38.

D. It shall be a rebuttable presumption of retaliation if the employer or any other person takes an adverse action against a person within 90 days of the person's exercise of rights protected in this Section 8.38.120. However, in the case of seasonal employment that ended before the close of the 90-calendar day period, the presumption also applies if the employer fails to rehire a former employee at the next opportunity for work in the same position. The employer may rebut the presumption with clear and convincing evidence that the adverse action was taken for a permissible purpose.

E. Proof of retaliation under this Section 8.38.120 shall be sufficient upon a showing that the employer or any other person has taken an adverse action against a person and the person's exercise of rights protected in this Section 8.38.120 was a motivating factor in the adverse action, unless the employer can prove that the action would have been taken in the absence of such protected activity.

F. The protections afforded under this Section 8.38.120 shall apply to any person who mistakenly but in good faith alleges violations of this Chapter 8.38.

G. A complaint or other communication by any person triggers the protections of this Section 8.38.120 regardless of whether the complaint or communication is in writing or makes explicit reference to this Chapter 8.38.

8.38.125 Rulemaking authority

The Director is authorized to administer and enforce this Chapter 8.38. The Director is authorized to promulgate, revise, or rescind rules and regulations deemed necessary, appropriate, or convenient to administer, evaluate and enforce the provisions of this Chapter 8.38 pursuant to Chapter 3.02, providing affected entities with due process of law and in conformity with the intent and purpose of this Chapter 8.38. Any rules promulgated by the Director shall have the force and effect of law and may be relied on by employers, employees, and other parties to determine their rights and responsibilities under this Chapter 8.38.

8.38.130 Enforcement power and duties

The Agency shall have the power to administer and enforce this Chapter 8.38 and shall have such powers and duties in the performance of these functions as are defined in this Chapter 8.38 and otherwise necessary and proper in the performance of the same and provided for by law.

8.38.140 Violation

The failure of any respondent to comply with any requirement imposed on the respondent under this Chapter 8.38 is a violation.

8.38.150 Investigation

A. The Agency shall have the power to investigate any violations of this Chapter 8.38 by any respondent. The Agency may prioritize investigations of workforces that are vulnerable to violations of this Chapter 8.38. The Agency may initiate an investigation pursuant to Director's Rules including, but not limited to, situations when the Director has reason to believe that a violation has occurred or will occur, or when circumstances show that violations are likely to occur within a class of businesses because either the workforce contains significant numbers of workers who are vulnerable to violations of this Chapter 8.38 or the workforce is unlikely to volunteer information regarding such violations. An investigation may also be initiated through the receipt by the Agency of a report or complaint filed by an employee or any other person.

B. An employee or other person may report to the Agency any suspected violation of this Chapter 8.38.

The Agency shall encourage reporting pursuant to this Section 8.38.150 by taking the following measures:

1. The Agency shall keep confidential, to the maximum extent permitted by applicable laws, the name and other identifying information of the employee or person reporting the violation. However, with the authorization of such person, the Agency may disclose the employee's or person's name and identifying information as necessary to enforce this Chapter 8.38 or for other appropriate purposes.

2. The Agency may require the employer to post or otherwise notify other employees working for the employer that the Agency is conducting an investigation. The network company shall provide the notice of investigation in a form, place, and manner designated by the Agency. The Agency shall create the notice of investigation in English and other languages.

3. The Agency may certify the eligibility of eligible persons for "U" Visas under the provisions of 8 U.S.C. § 1184(p) and 8 U.S.C. § 1101(a)(15)(U). This certification is subject to applicable federal law and regulations, and Director's Rules.

C. The Agency's investigation shall commence within three years of the alleged violation. To the extent permitted by law, the applicable statute of limitations for civil actions is tolled during any investigation under this Chapter 8.38 and any administrative enforcement proceeding under this Chapter 8.38 based upon the same facts. For purposes of this Chapter 8.38:

1. The Agency's investigation begins on the earlier date of when the Agency receives a complaint from a person under this Chapter 8.38, or the Agency provides notice to the respondent that an investigation has commenced under this Chapter 8.38.

2. The Agency's investigation ends when the Agency issues a final order concluding the matter and any appeals have been exhausted; the time to file any appeal has expired; or the Agency notifies the respondent in writing that the investigation has been otherwise resolved.

D. The Agency's investigation shall be conducted in an objective and impartial manner.

E. The Director may apply by affidavit or declaration in the form allowed under RCW 5.50.050 to the

Hearing Examiner for the issuance of subpoenas requiring an employer to produce the records required by Section 8.38.110, or the attendance and testimony of witnesses, or for the production of documents required to be retained under Section 8.38.110, or any other document relevant to the issue of whether any employee or group of employees received the information or other benefits required by this Chapter 8.38 and/or to whether the employer has violated any provision of this Chapter 8.38. The Hearing Examiner shall conduct the review without hearing as soon as practicable and shall issue subpoenas upon a showing that there is reason to believe that: a violation has occurred; a complaint has been filed with the Agency; or circumstances show that violations are likely to occur within a class of businesses because the workforce contains significant numbers of app-based workers who are vulnerable to violations of this Chapter 8.38, the workforce is unlikely to volunteer information regarding such violations, or the Agency has gathered preliminary information indicating that a violation may have occurred.

F. An employer that fails to comply with the terms of any subpoena issued under subsection 8.38.150.E in an investigation by the Agency under this Chapter 8.38 before the issuance of a Director's Order issued pursuant to subsection 8.38.160.C may not use such records in any appeal to challenge the correctness of any determination by the Agency of liability, damages owed, or penalties assessed.

G. In addition to other remedies, the Director may refer any subpoena issued under subsection 8.38.150.E to the City Attorney to seek a court order to enforce any subpoena.

H. Where the Director has reason to believe that a violation has occurred, the Director may order any appropriate temporary or interim relief to mitigate the violation or maintain the status quo pending completion of a full investigation or hearing, including but not limited to a deposit of funds or bond sufficient to satisfy a good faith estimate of compensation, interest, damages, and penalties due. A respondent may appeal any such order in accordance with Section 8.38.180.

8.38.160 Findings of fact and determination

A. Except when there is an agreed upon settlement, the Director shall issue a written determination with

findings of fact resulting from the investigation and statement of whether a violation of this Chapter 8.38 has or has not occurred based on a preponderance of the evidence before the Director.

B. If the Director determines that there is no violation of this Chapter 8.38, the Director shall issue a "Determination of No Violation" with notice of an employee or other person's right to appeal the decision, pursuant to Director's Rules.

C. If the Director determines that a violation of this Chapter 8.38 has occurred, the Director shall issue a "Director's Order" that shall include a notice of violation identifying the violation or violations.

1. The Director's Order shall state with specificity the amounts due under this Chapter 8.38 for each violation, including payment of unpaid compensation, liquidated damages, civil penalties, penalties payable to aggrieved parties, fines, and interest pursuant to Section 8.38.170.

2. The Director's Order may specify that civil penalties and fines due to the Agency can be mitigated for respondent's timely payment of remedy due to an aggrieved party pursuant to subsection 8.38.170.A.4.

3. The Director's Order may specify that civil penalties and fines are due to the aggrieved party rather than due to the Agency.

4. The Director's Order may direct the respondent to take such corrective action as is necessary to comply with the requirements of this Chapter 8.38, including, but not limited to, monitored compliance for a reasonable time period.

5. The Director's Order shall include notice of the respondent's right to appeal the decision, pursuant to Section 8.38.180.

8.38.170 Remedies

A. The payment of unpaid compensation, liquidated damages of up to twice the amount of unpaid compensation, civil penalties, penalties payable to aggrieved parties, fines, and interest provided under this Chapter 8.38, is cumulative and is not intended to be exclusive of any other available remedies, penalties, fines

and procedures.

1. The amounts of all civil penalties, penalties payable to aggrieved parties, and fines contained in this Section 8.38.170 shall be increased annually to reflect the rate of inflation and calculated to the nearest cent on January 1 of each year thereafter. The Agency shall determine the amounts and file a schedule of such amounts with the City Clerk.

2. If a violation is ongoing when the Agency receives a complaint or opens an investigation, the Director may order payment of unpaid compensation plus interest that accrues after receipt of the complaint or after the investigation opens and before the date of the Director's Order.

3. Interest shall accrue from the date the unpaid compensation was first due at 12 percent annum, or the maximum rate permitted under RCW 19.52.020.

4. If there is a remedy due to an aggrieved party, the Director may waive part or all civil penalties and fines due to the Agency based on timely payment of the full remedy due to the aggrieved party.

a. The Director may waive the total amount of civil penalties and fines due to the Agency if the Director determines that the respondent paid the full remedy due to the aggrieved party within ten days of service of the Director's Order.

b. The Director may waive half the amount of civil penalties and fines due to the Agency if the Director determines that the respondent paid the full remedy due to the aggrieved party within 15 days of service of the Director's Order.

c. The Director shall not waive any amount of civil penalties and fines due to the Agency if the Director determines that the respondent has not paid the full remedy due to the aggrieved party after 15 days of service of the Director's Order.

5. When determining the amount of liquidated damages, civil penalties, penalties payable to aggrieved parties, and fines due under this Section 8.38.170, for a settlement agreement or Director's Order, including but not limited to the mitigation of civil penalties and fines due to the Agency for timely payment of

remedy due to an aggrieved party under subsection 8.38.170.A.4, the Director may consider:

- a. The total amount of unpaid compensation, liquidated damages, penalties, fines, and interest due;
- b. The nature and persistence of the violations;
- c. The extent of the respondent's culpability;
- d. The substantive or technical nature of the violations;
- e. The size, revenue, and human resources capacity of the respondent;
- f. The circumstances of each situation;
- g. The amount of penalties in similar situations; and
- h. Pursuant to rules that the Director may issue, other factors that are material and necessary to effectuate the terms of this Chapter 8.38.

B. A respondent found to be in violation of this Chapter 8.38 shall be liable for full payment of unpaid compensation due plus interest in favor of the aggrieved party under the terms of this Chapter 8.38, and other equitable relief.

1. If the precise amount of unpaid compensation cannot be determined due to a respondent's failure to produce records, or if a respondent produces records in a manner or form which makes timely determination of the amount of unpaid compensation impracticable, the Director may:

- a. Determine unpaid compensation as a matter of just and reasonable inference, including the use of representative evidence such as testimony or other evidence from representative employees or other aggrieved parties establishing violations for a class of employees or aggrieved parties; or
- b. Assess a daily amount for unpaid compensation in a minimum amount of \$150 for each day that each violation occurred or continued. This amount shall be increased annually to reflect the rate of inflation and calculated to the nearest cent on January 1 of each year thereafter. The Agency shall determine the amounts and file a schedule of such amounts with the City Clerk.

2. For a first violation of this Chapter 8.38, the Director may assess liquidated damages in an additional amount of up to twice the unpaid compensation.

3. For subsequent violations of this Chapter 8.38, the Director shall assess an amount of liquidated damages in an additional amount of twice the unpaid compensation.

4. For purposes of establishing a first and subsequent violation for this Section 8.38.170, the violation must have occurred within ten years of the settlement agreement or Director's Order.

C. A respondent found to be in violation of this Chapter 8.38 for retaliation under Section 8.38.120 shall be subject to any appropriate relief at law or equity including, but not limited to, reinstatement of the aggrieved party, front pay in lieu of reinstatement with full payment of unpaid compensation plus interest in favor of the aggrieved party under the terms of this Chapter 8.38, and liquidated damages in an additional amount of up to twice the unpaid compensation. The Director also shall order the imposition of a penalty payable to the aggrieved party of up to \$5,755.31.

D. The Director is authorized to assess civil penalties for a violation of this Chapter 8.38 and may specify that civil penalties are due to the aggrieved party rather than due to the Agency.

1. For a first violation of this Chapter 8.38, the Director may assess a civil penalty of up to \$575.31 per aggrieved party.

2. For a second violation of this Chapter 8.38, the Director shall assess a civil penalty of up to \$1,150.63 per aggrieved party, or an amount equal to ten percent of the total amount of unpaid compensation, whichever is greater.

3. For a third or any subsequent violation of this Chapter 8.38, the Director shall assess a civil penalty of up to \$5,755.31 per aggrieved party, or an amount equal to ten percent of the total amount of unpaid compensation, whichever is greater.

4. For purposes of this Section 8.38.170, a violation is a second, third, or subsequent violation if the respondent has been a party to one, two, or more than two settlement agreements, respectively, stipulating

that a violation has occurred; and/or one, two, or more than two Director's Orders, respectively, have issued against the respondent in the ten years preceding the date of the violation; otherwise, it is a first violation.

E. The Director is authorized to assess fines for a violation of this Chapter 8.38 and may specify that fines are due to the aggrieved party rather than due to the Agency. The Director is authorized to assess fines as follows:

Violation	Fine
Failure to post notice of the change in control of cannabis business as required by subsections 8.38.050.B and 8.38.060.A	\$575.31 per aggrieved party
Failure to hire from the preferential hiring list as required by Section 8.38.060	\$575.31 per aggrieved party
Failure to retain an employee for at least 90 days as required by Section 8.38.060	\$575.31 per aggrieved party
Failure to provide employees with written notice of rights under Section 8.38.100	\$575.31 per aggrieved party
Failure to retain records for three years under Section 8.38.110	\$575.31 per missing record
Failure to comply with prohibitions against retaliation for exercising rights protected under Section 8.38.120	\$1,150.63 per aggrieved party
Failure to provide notice of investigation to employees under subsection 8.38.150.B.2	\$575.31 per aggrieved party
Failure to provide notice of failure to comply with final order to the public under subsection 8.38.210.A.1	\$575.31 per aggrieved party

The maximum amount that may be imposed in fines in a one-year period for each type of violation listed above is \$5,755.31 per aggrieved party. If a fine for retaliation is issued, the maximum amount that may be imposed is \$23,020 per aggrieved party.

F. A respondent that willfully hinders, prevents, impedes, or interferes with the Director or Hearing Examiner in the performance of their duties under this Chapter 8.38 shall be subject to a civil penalty of not less than \$1,150.63 and not more than \$5,755.31.

G. In addition to the unpaid compensation, penalties, fines, liquidated damages, and interest, the Agency may assess against the respondent in favor of the City the reasonable costs incurred in enforcing this Chapter

8.38, including but not limited to reasonable attorney's fees.

H. A respondent that is the subject of a settlement agreement stipulating that a violation has occurred shall count for debarment, or a final order for which all appeal rights have been exhausted, shall not be permitted to bid, or have a bid considered, on any City contract until such amounts due under the final order have been paid in full to the Director. If the respondent is the subject of a final order two times or more within a five-year period, the respondent shall not be allowed to bid on any City contract for two years. This subsection 8.38.170.H shall be construed to provide grounds for debarment separate from, and in addition to, those contained in Chapter 20.70 and shall not be governed by that chapter, provided that nothing in this subsection 8.38.170.H shall be construed to limit the application of Chapter 20.70. The Director shall notify the Director of Finance and Administrative Services of all employers subject to debarment under this subsection 8.38.170.H.

8.38.180 Appeal period and failure to respond

A. An employee or other person who claims an injury as a result of an alleged violation of this Chapter 8.38 may appeal the Determination of No Violation, pursuant to Director's Rules.

B. A respondent may appeal the Director's Order, including all remedies issued pursuant to Section 8.38.170, by requesting a contested hearing before the Hearing Examiner in writing within 15 days of service of the Director's Order. If a respondent fails to appeal the Director's Order within 15 days of service, the Director's Order shall be final. If the last day of the appeal period so computed is a Saturday, Sunday, or federal or City holiday, the appeal period shall run until 5 p.m. on the next business day.

8.38.190 Appeal procedure and failure to appear

A. Contested hearings shall be conducted pursuant to the procedures for hearing contested cases contained in Section 3.02.090 and the rules adopted by the Hearing Examiner for hearing contested cases. The hearing shall be conducted de novo and the Director shall have the burden of proving by a preponderance of the evidence that the violation or violations occurred. Upon establishing such proof, the remedies and penalties imposed by the Director shall be upheld unless it is shown that the Director abused discretion. Failure to appear

for a contested hearing shall result in an order being entered finding that the respondent committed the violation stated in the Director's Order. For good cause shown and upon terms the Hearing Examiner deems just, the Hearing Examiner may set aside an order entered upon a failure to appear.

B. In all contested cases, the Hearing Examiner shall enter an order affirming, modifying, or reversing the Director's Order, consistent with Ordinance 126068.

8.38.200 Appeal from Hearing Examiner order

A. The respondent may obtain judicial review of the decision of the Hearing Examiner by applying for a Writ of Review in the King County Superior Court within 30 days from the date of the decision in accordance with the procedure set forth in chapter 7.16 RCW, other applicable law, and court rules.

B. The decision of the Hearing Examiner shall be final and conclusive unless review is sought in compliance with this Section 8.38.200.

8.38.210 Failure to comply with final order

A. If a respondent fails to comply within 30 days of service of any settlement agreement with the Agency, or with any final order issued by the Director or the Hearing Examiner for which all appeal rights have been exhausted, the Agency may pursue, but is not limited to, the following measures to secure compliance:

1. The Director may require the respondent to post or distribute public notice of the respondent's failure to comply in a form and manner determined by the Agency.

2. The Director may refer the matter to a collection agency. The cost to the City for the collection services will be assessed as costs, at the rate agreed to between the City and the collection agency, and added to the amounts due.

3. The Director may refer the matter to the City Attorney for the filing of a civil action in King County Superior Court, the Seattle Municipal Court, or any other court of competent jurisdiction to enforce such order or to collect amounts due. In the alternative, the Director may seek to enforce a settlement agreement, a Director's Order, or a final order of the Hearing Examiner under Section 8.38.220.

4. The Director may request that the City's Department of Finance and Administrative Services deny, suspend, refuse to renew, or revoke any business license held or requested by the employer or person until such time as the employer complies with the remedy as defined in the settlement agreement or final order. The City's Department of Finance and Administrative Services shall have the authority to deny, refuse to renew, or revoke any business license in accordance with this subsection 8.38.210.A.4.

B. No respondent that is the subject of a settlement agreement or final order issued under this Chapter 8.38 shall quit business, sell out, exchange, convey, or otherwise dispose of the respondent's business or stock of goods without first notifying the Agency and without first notifying the respondent's successor of the amounts owed under the settlement agreement or final order at least three business days prior to such transaction. At the time the respondent quits business, or sells out, exchanges, or otherwise disposes of the respondent's business or stock of goods, the full amount of the remedy, as defined in the settlement agreement or the final order issued by the Director or the Hearing Examiner, shall become immediately due and payable. If the amount due under the settlement agreement or final order is not paid by respondent within ten days from the date of such sale, exchange, conveyance, or disposal, the successor shall become liable for the payment of the amount due, provided that the successor has actual knowledge of the order and the amounts due or has prompt, reasonable, and effective means of accessing and verifying the fact and amount of the order and the amounts due. The successor shall withhold from the purchase price a sum sufficient to pay the amount of the full remedy. When the successor makes such payment, that payment shall be deemed a payment upon the purchase price in the amount paid, and if such payment is greater in amount than the purchase price the amount of the difference shall become a debt due such successor from the employer.

8.38.220 Debt owed The City of Seattle

A. All monetary amounts due under a settlement agreement or Director's Order shall be a debt owed to the City and may be collected in the same manner as any other debt in like amount, which remedy shall be in addition to all other existing remedies; provided that amounts collected by the City for unpaid compensation,

liquidated damages, penalties payable to aggrieved parties, or front pay shall be held in trust by the City for the aggrieved party and, once collected by the City, shall be paid by the City to the aggrieved party.

B. If a respondent fails to appeal a Director's Order to the Hearing Examiner within the time period set forth in subsection 8.38.180.B the Director's Order shall be final, and the Director may petition the Seattle Municipal Court, or any court of competent jurisdiction, to enforce the Director's Order by entering judgment in favor of the City finding that the respondent has failed to exhaust its administrative remedies and that all amounts and relief contained in the order are due. The Director's Order shall constitute prima facie evidence that a violation occurred and shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under RCW 5.50.050 containing evidence that the respondent has failed to comply with the order or any parts thereof, and is therefore in default, or that the respondent has failed to appeal the Director's Order to the Hearing Examiner within the time period set forth in subsection 8.38.180.B and therefore has failed to exhaust the respondent's administrative remedies, shall also be admissible without further evidentiary foundation.

C. If a respondent fails to obtain judicial review of an order of the Hearing Examiner within the time period set forth in subsection 8.38.200.A, the order of the Hearing Examiner shall be final, and the Director may petition the Seattle Municipal Court to enforce the Director's Order by entering judgment in favor of the City for all amounts and relief due under the order of the Hearing Examiner. The order of the Hearing Examiner shall constitute conclusive evidence that the violations contained therein occurred and shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under RCW 9A.72.085 containing evidence that the respondent has failed to comply with the order or any parts thereof, and is therefore in default, or that the respondent has failed to avail itself of judicial review in accordance with subsection 8.38.200.A, shall also be admissible without further evidentiary foundation.

D. In considering matters brought under subsections 8.38.220.B and 8.38.220.C, the Seattle Municipal Court may include within its judgment all terms, conditions, and remedies contained in the Director's Order or

the order of the Hearing Examiner, whichever is applicable, that are consistent with the provisions of this Chapter 8.38.

8.38.230 Private right of action

A. Any person or class of persons that suffers an injury as a result of a violation of this Chapter 8.38 or is the subject of prohibited retaliation under Section 8.38.120 may bring a civil action in a court of competent jurisdiction against the employer or other person violating this Chapter 8.38 and, upon prevailing, may be awarded reasonable attorney fees and costs and such legal or equitable relief as may be appropriate to remedy the violation including, without limitation: the payment of any unpaid compensation plus interest due to the person and liquidated damages in an additional amount of up to twice the unpaid compensation; and a penalty payable to any aggrieved party of up to \$5,755.31 if the aggrieved party was subject to prohibited retaliation. Interest shall accrue from the date the unpaid compensation was first due at 12 percent per annum, or the maximum rate permitted under RCW 19.52.020.

B. For purposes of this Section 8.38.230, "person" includes any entity a member of which has suffered an injury or retaliation, or any other individual or entity acting on behalf of an aggrieved party that has suffered injury or retaliation.

C. For purposes of determining membership within a class of persons entitled to bring an action under this Section 8.38.230, two or more employees are similarly situated if they:

1. Are or were employed by the same employer or employers, whether concurrently or otherwise, at some point during the applicable statute of limitations period,
2. Allege one or more violations that raise similar questions as to liability, and
3. Seek similar forms of relief.

D. For purposes of subsection 8.38.230.C, employees shall not be considered dissimilar solely because:

1. The employees' claims seek damages that differ in amount, or
2. The job titles or other means of classifying employees differ in ways that are unrelated to their

claims.

E. An order issued by the court may include a requirement for an employer to submit a compliance report to the court and to the City.

8.38.233 Waiver

Any waiver by an individual of any provisions of this Chapter 8.38 shall be deemed contrary to public policy and shall be void and unenforceable.

8.38.240 Other legal requirements-Effect on other laws

A. The provisions of this Chapter 8.38:

1. Supplement and do not diminish or replace any other basis of liability or requirement established by statute or common law;
2. Shall not be construed to preempt, limit, or otherwise affect the applicability of any other law, regulation, requirement, policy, or standard for minimum labor and compensation requirements, or which extends other protections to employees of a cannabis business; and
3. Shall not be interpreted or applied so as to create any power or duty in conflict with federal or state law.

B. This Chapter 8.38 shall not be construed to preclude any person aggrieved from seeking judicial review of any final administrative decision or order made under this Chapter 8.38 affecting such person. Nothing in this Section 8.38.240 shall be construed as restricting an employee's right to pursue any other remedies at law or equity for violation of the employee's rights.

8.38.250 Severability

The provisions of this Chapter 8.38 are declared to be separate and severable. If any clause, sentence, paragraph, subdivision, section, subsection, or portion of this Chapter 8.38, or the application thereof to any employer, employee, or circumstance, is held to be invalid, it shall not affect the validity of the remainder of this Chapter 8.38 or the validity of its application to other persons or circumstances.

Section 2. Subsection 14.20.025.D of the Seattle Municipal Code, which section was last amended by Ordinance 125135, is amended as follows:

14.20.025 Notice and posting

* * *

D. Employers shall give written notice of employment information to employees that contains items listed in subsections 14.20.025.D.4.a through 14.20.025.D.4.~~(i)~~j in English and in the primary language(s) of the employee(s) receiving the written information.

1. Employers shall give this written notice to employees at time of hire and to all employees who work for the employer as of that date and in the future.

2. Employers shall revise this written notice before any change to such employment information, or as soon as practicable for retroactive changes to such employment information, pursuant to rules issued by the Director. For the written good faith estimate of the employee's work schedule in subsection 14.20.025.D.4.h, the employer is required to revise the notice once every year and when there is a significant change to the work schedule due to changes in the employee's availability or to the employer's business needs, pursuant to Section 14.22.025.

3. If an employer fails to give this written notice for the items listed in subsections 14.20.025.D.4.a through 14.20.025.D.4.g, the failure shall constitute evidence weighing against the credibility of the employer's testimony regarding the agreed-upon rate of pay.

4. The written notice shall include the following items:

- a. Name of employer and any trade ("doing business as") names used by the employer;
- b. Physical address of the employer's main office or principal place of business and, if different, a mailing address;
- c. Telephone number and, if applicable, email address of the employer;
- d. Employee's rate or rates of pay, and, if applicable, eligibility to earn an overtime rate

or rates of pay;

e. Employer's tip policy, with an explanation of any tip sharing, pooling, or allocation policies;

f. Pay basis (e.g. hour, work shift, day, week, commission);

g. Employee's established pay day for earned compensation due by reason of employment;

h. For employees covered by Chapter 14.22, a written good faith estimate of the employee's work schedule including the median number of hours the employee can expect to work each work week, and whether the employee will be expected to work on-call shifts; (~~and~~)

i. For employees covered by Chapter 8.38, the information required by subsection 8.38.100.C; and

~~(i-)~~j. Pursuant to rules issued by the Director, other information that is material and necessary to effectuate the terms of this Chapter 14.20.

Section 3. Section 3.02.125 of the Seattle Municipal Code, last amended by Ordinance 126283, is amended as follows:

3.02.125 Hearing Examiner filing fees

A. The filing fee for a case before the City Hearing Examiner is \$85, with the following exceptions:

Basis for Case	Fee in dollars
* * *	
Cable Communications (Chapter 21.60)	No fee
<u>Cannabis Jobs Retention Ordinance (Chapter 8.38)</u>	No fee
* * *	

* * *

Section 4. Sections 1 and 2 of this ordinance shall take effect nine months after the effective date of this

ordinance.

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

Passed by the City Council the _____ day of _____, 2022, and signed by me in open session in authentication of its passage this ____ day of _____, 2022.

President _____ of the City Council

Approved / returned unsigned / vetoed this ____ day of _____, 2022.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

Elizabeth M. Adkisson, Interim City Clerk

(Seal)

Attachments:

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Office of Labor Standards	Kerem Levitas/206-641-6427	Kailani DeVille/206-615-0703

** 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 employment in Seattle; adding a new Chapter 8.38 to the Seattle Municipal Code; and amending Sections 3.02.125 and 14.20.025 of the Seattle Municipal Code.

Summary and Background of the Legislation: This legislation requires cannabis business employers to take certain actions to reduce job insecurity caused by changes in ownership. Covered employers are those who own, operate and/or control a cannabis business. Covered employees include those who work at a covered cannabis business for at least 30 days prior to a change in ownership. Key protections include:

1. Outgoing employer obligations

- a. Outgoing employers that undergo a change in ownership must provide a preferential hiring list to the incoming employer.
- b. Outgoing employers must post notice of the change in ownership at the jobsite.

2. Incoming employer obligations

- a. Incoming employers must hire from the preferential hiring list for 180 days. If an employee accepts a job offer, the employer must retain the employee for no less than 90 days and can only discharge the employee for just cause during this time period.
- b. Incoming employers must continue to post notice of the change in ownership for 180 days.

3. **Notice and Posting.** Employers must provide a notice of rights afforded under the ordinance. Employers must also provide a written notice to employees of the names used by any associated integrated enterprises.

4. **Recordkeeping.** Employers must maintain records that document compliance for a period of three years.

5. **OLS Enforcement and Outreach.** The legislation provides authority to the Office of Labor Standards (OLS) to provide rulemaking, outreach and enforcement related to the new labor standard.

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?

Yes. This legislation establishes an implementation and enforcement role for OLS. Additional resources to support outreach and education as well as for required notices and rulemaking activities should be considered in the Mayor's proposed budget and future budget deliberations.

It is estimated that OLS will incur approximately \$21,000 in one-time implementation costs to support initial implementation activities, including translation and interpretation services and other rulemaking costs and activities, and outreach, communication, and educational activities for the initial outreach to those impacted by the ordinance. In addition, OLS will have ongoing annual costs of approximately \$4,900.

Are there financial costs or other impacts of *not* implementing the legislation?

No.

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?

This ordinance is part of a package of legislation and programs designed to remedy the damage caused by cannabis prohibition and the failed War on Drugs to communities of color and marginalized communities. This is achieved in part through job protections in this ordinance. The overall package aims to improve job quality, training, and career pipelines for communities of color harmed by the War on Drugs while ensuring that workers do not lose those higher quality jobs in the instance of a change in ownership.

As for language access, OLS intends to make its educational materials available in multiple languages (contingent upon sufficient funding). OLS has extensive experience developing

materials in other languages and working with community partners to ensure that translations are appropriate for the particular demographic groups in impacted communities. OLS intends to provide translations based on information and best practices made available by the Office of Immigrant and Refugee Affairs.

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)?

This legislation will be similar to other labor standards that OLS provides education and outreach on and enforces. The same metrics OLS uses for other local labor laws should apply here (e.g., number of inquiries, number of complaints, case completion time).

Education, outreach and enforcement will be key to the effectiveness of providing employers with information on their responsibilities, employees information on their rights, and promoting compliance with required protections and benefits.

Summary Attachments:



Legislation Text

File #: CB 120399, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to limited services pregnancy centers; prohibiting false and misleading advertising by limited services pregnancy centers; and adding a new Chapter 7.32 to the Seattle Municipal Code. WHEREAS, on June 24, 2022, the U.S. Supreme Court issued a decision in *Dobbs v. Jackson Women's Health*

Organization (No. 19-1392) overruling the constitutional right to an abortion established by *Roe v. Wade*, 410 U.S. 113, and *Planned Parenthood of Southeastern Pa. v. Casey*, 505 U.S. 833, and repudiating a constitutional right to privacy; and

WHEREAS, the majority opinion in *Dobbs* returns the issue of whether and to what extent to provide access to abortion to the states; and

WHEREAS, *The New York Times* estimates that after the *Dobbs* decision, with current and likely trigger laws banning abortions in up to 24 states, as many as 17 million persons capable of being pregnant would not have access to local abortion services; and

WHEREAS, the Guttmacher Institute has projected that after *Dobbs*, Washington State will see a 385 percent increase in persons traveling to the state to seek abortion services; and

WHEREAS, through Chapter 65, Laws of 2022, the State amended Revised Code of Washington (RCW) 9.02.120, declaring: "The state shall not penalize, prosecute, or otherwise take adverse action against an individual based on their actual, potential, perceived, or alleged pregnancy outcomes"; and

WHEREAS, clinics that seek to counsel clients against abortion have become common throughout Washington, with over 50 of them currently in operation, which is almost twice the number of full-service

reproductive health clinics. These clinics are often referred to as limited service pregnancy centers (LSPCs); and

WHEREAS, many studies and research efforts, including a July 2022 consumer advisory warning issued by Massachusetts Attorney General Maura Healey, have found that LSPCs provided false or misleading medical information. In June 2022 LSPC counselors in Texas told an NBC news team working undercover that abortions caused mental illness and implied that abortions could cause cancer and infertility; and

WHEREAS, in 2018 the King County Board of Health adopted Regulation No. 18-05, regulating the disclosure of information by LSPCs, requiring these facilities to publish on site and at their websites a notice stating, “This facility is not a health care facility.” However, an LSPC can subvert the intent of this regulation without making any change to the services it offers by hiring a staff member or members who are State-licensed, -certified, or otherwise authorized health care providers; and

WHEREAS, LSPCs often change their names, making it difficult for potential clients to do online research and find reviews of their services; and

WHEREAS, in 1984 The City of Seattle and King County entered into an interlocal agreement that outlined the administration, structure, and funding of a combined City and County Health Department, which was then called the Public Health Department and is now known as Public Health - Seattle & King County; and

WHEREAS, Ordinance 123668, establishing the 2011 interlocal agreement regarding Public Health - Seattle & King County, states, “The City has fiduciary and policy responsibility over its own financial contribution and strong and direct influence on overall policies of the Department which impact public health assessment and services in the City”; and

WHEREAS, restricting and/or denying access to abortion services will have a disproportionate impact on poor communities and Black, Indigenous, or people of color (BIPOC) communities; and

WHEREAS, the City recognizes that everyone has a fundamental right to bodily autonomy including transgender and gender diverse communities; and

WHEREAS, the City recognizes that transgender and gender diverse people with the capacity to become pregnant face increased barriers and stigma when accessing abortion services; and

WHEREAS, The City of Seattle values being an open, welcoming, and inclusive city of opportunity for all its residents, workers, and visitors; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. A new Chapter 7.32 is added to the Seattle Municipal Code as follows:

Chapter 7.32 LIMITED SERVICES PREGNANCY CENTERS

7.32.010 Findings

The City Council makes the following findings of fact and declarations:

A. The Reproductive Privacy Act, which was initiated by the people of Washington in 1991, affirms the fundamental right of persons in Washington to privacy with respect to personal reproductive decisions and proscribes the authority of the state to deny or interfere “with a pregnant individual’s right to choose or refuse to have an abortion.”

B. Many people have deeply held religious and moral beliefs both supporting and opposing abortion, and the City respects the right of individuals to express and promote such beliefs.

C. When an individual considers termination of a pregnancy, time is a critical factor. Delays in deciding to terminate a pregnancy may mean that a less invasive option is no longer available or that the option to terminate a pregnancy is no longer available.

D. Although some limited service pregnancy centers (LSPCs) are licensed to provide various medical services to pregnant women, most LSPCs are not licensed medical clinics.

E. Facilities that are not medical clinics are not obligated to follow privacy standards such as exist under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, meaning that any personal

information LSPCs gather about clients could be used as evidence in civil or criminal cases about those who seek or facilitate access to reproductive health care services or the providers who offer these services.

F. Some LSPCs openly acknowledge, in their advertising and their facilities, that they do not provide abortions or emergency contraception or refer clients to other providers of such services. Some of these same LSPCs also openly acknowledge that they believe abortion is morally wrong. Many LSPCs, however, seek to mislead women contemplating abortion into believing that their facilities offer abortion services and unbiased counseling.

G. A recent study concluded that the majority (60 percent) of LSPCs in Washington make false and/or biased claims on their websites.

H. Over half (51 percent) of LSPCs in Washington promote “abortion pill reversal,” a procedure that the American College of Obstetricians and Gynecologists calls “unethical” and “not based on science.”

I. LSPCs often purchase "pay per click" ads on online search services such as Google for terms such as "abortion," so that persons searching for abortion services will see a link and advertisement for the LSPC at the top of the results page. In addition, many LSPCs advertise on billboards, mass-transit facilities, and through websites.

J. Most clients do not come to LSPCs as a result of a referral from a medical professional. Clients seeking information regarding options to terminate a pregnancy commonly are experiencing emotional and physical stress and are therefore especially susceptible to false or misleading elements in advertising by LSPCs. These circumstances raise the need for regulation that is more protective of potential consumers of pregnancy center services.

K. Of LSPCs in Washington, 100 percent do not provide contraception, 98 percent do not provide well-person care, 95 percent do not provide prenatal care, and 49 percent do not provide referrals to prenatal care.

L. Because of the time-sensitive nature of the decision to terminate a pregnancy, false and misleading advertising by clinics that do not offer or refer clients for abortion or emergency contraception is of special

concern to the City. When an individual is misled into believing that a clinic offers services that it does not in fact offer, that individual loses time crucial to the decision whether to terminate a pregnancy. Under these same circumstances a client may also lose the option to choose a particular procedure, or to terminate the pregnancy at all.

M. The City respects the right of limited services pregnancy centers to counsel against abortions, if the centers are otherwise operating in compliance with this Chapter 7.32, and the City does not intend by this Chapter 7.32 to regulate, limit, or curtail such advocacy.

7.32.020 Scope and purpose

This Chapter 7.32 applies to all limited service pregnancy centers that operate within The City of Seattle. This Chapter 7.32 is an exercise of the City’s police power for the protection of the health, safety, and welfare of individuals seeking access to comprehensive reproductive care and is not intended to create, establish, or designate any particular class or group of persons who will be especially protected or benefited by its terms.

7.32.030 Definitions

For the purposes of this Chapter 7.32:

“Abortion” means the termination of a pregnancy for purposes other than producing a live birth. This term includes, but is not limited to, a termination using pharmacological agents.

“Client” means an individual who is inquiring about or seeking services at a pregnancy services center, or who has already inquired about or sought such services.

“Clinical laboratory services” means the microbiological, serological, chemical, hematological, biophysical, cytological, and/or pathological examination of materials derived from the human body, for purposes of obtaining diagnostic information.

“Department” means the Department of Finance and Administrative Services, or successor entity, or designee.

“Director” means the Director of Finance and Administrative Services, or successor entity, or designee.

“Emergency contraception” means one or more prescription drugs (1) used separately or in combination, (a) to prevent pregnancy, (b) when administered to or self-administered by a patient, (c) within a medically recommended amount of time after sexual intercourse; (2) dispensed for that purpose in accordance with professional standards of practice.

“Health information” means any oral or written information in any form or medium that relates to health insurance and/or the past, present, or future mental or physical health or condition of a client.

“Limited services pregnancy center” or “LSPC” means a pregnancy services center that does not directly provide abortions or provide referrals to clients for abortions and/or does not directly provide referrals to clients for emergency contraception.

“Pregnancy services center” means a facility, licensed or otherwise, and including mobile facilities, the primary purpose of which is to provide services to individuals who are or who may be pregnant, that either (1) offers obstetric ultrasounds, obstetric sonograms, and/or prenatal care to pregnant individuals or (2) has the appearance of a medical facility. A pregnancy services center has the appearance of a medical facility if two or more of the following factors are present:

1. The facility offers pregnancy testing and/or pregnancy diagnosis;
2. The facility has staff or volunteers who wear medical attire or uniforms;
3. The facility contains one or more examination tables;
4. The facility contains a private or semi-private room or area containing supplies and/or medical instruments;
5. The facility has staff or volunteers who collect health information from clients; or
6. The facility is located on the same premises as a state-licensed medical facility or provider or shares facility space with a state-licensed medical provider. For purposes of this definition,

“Premises” means land and improvements or appurtenances or any part thereof.

“Prenatal care” means services consisting of physical examination, pelvic examination, or clinical

laboratory services provided to an individual during pregnancy.

7.32.040 Violations

A. It is unlawful for any LSPC, with intent directly or indirectly to perform pregnancy-related services (professional or otherwise), including but not limited to prenatal care, to make or disseminate or cause to be made or disseminated before the public in the City, or to make or disseminate or cause to be made or disseminated from the City before the public anywhere, in any newspaper or other publication, or any advertising device or in any other manner or means whatever, including over the internet, any statement, concerning those services, professional or otherwise, or concerning any circumstance or matter of/act connected with the proposed performance or disposition thereof which is untrue or misleading, whether by statement or omission, that the LSPC knows or which by the exercise of reasonable care should know to be untrue or misleading.

B. It is unlawful for any limited services pregnancy center, with intent directly or indirectly to perform pregnancy-related services (professional or otherwise), including but not limited to prenatal care, to make or disseminate or cause to be so made or disseminated any such statement identified in subsection 7.32.040.A as part of a plan or scheme with the intent not to perform the services expressly or impliedly offered, as advertised.

7.32.050 Enforcement and rulemaking

The Director may adopt rules pursuant to Chapter 3.02 to implement the provisions of this Chapter 7.32. The Director is authorized to enforce, promulgate, revise, or rescind rules deemed necessary, appropriate, or convenient to administer the provisions of this Chapter 7.32, providing affected entities with due process of law and in conformity with the intent and purpose of this Chapter 7.32.

7.32.060 Enforcement - Notice of violation

A. Investigation and notice of violation from the Director

1. The Director is authorized to investigate any LSPC that the Director reasonably believes has

not complied with the provisions of subsection 7.32.040.A.

2. If, after investigation, the Director determines that any provisions of subsection 7.32.040.A have been violated, the Director may issue a notice of violation to the LSPC responsible for the violation.

3. The notice of violation shall state (1) the provision or provisions violated and (2) necessary corrective action and the compliance due date.

4. The notice of violation shall be served upon the LSPC by personal service or regular first-class mail addressed to the last known address for the LSPC.

5. Nothing in this Section 7.32.060 limits or precludes any action or proceeding to enforce this Chapter 7.32, and nothing obligates or requires the Director to issue a notice of violation prior to the imposition of civil penalties.

6. Unless a request for review before the Director is made in accordance with subsection 7.32.060.B, the notice of violation shall become the final order of the Director.

B. Review by the Director

1. Any LSPC aggrieved by a notice of violation issued by the Director pursuant to subsection 7.32.060.A may obtain a review of the notice by requesting such review in writing within ten business days of the date of the notice. When the last day of the period so computed is a Saturday, Sunday, federal, or City holiday, the period shall run until 5 p.m. on the next business day. Within 15 business days of the request for review, the aggrieved LSPC may submit additional information in the form of written material to the Director for consideration as part of the review.

2. The review will be made by a representative of the Director who is familiar with the case and the applicable law. The Director's representative will review all additional written materials received by the deadline for submission of information. The reviewer may also request clarification of information received. After review of the additional information, the Director may:

- a. Sustain the notice of violation;

- b. Withdraw the notice of violation; or
- c. Continue the review to a date certain for receipt of additional information.

3. The Director shall issue an order of the Director containing the decision and shall cause the same to be mailed by first-class mail to the LSPC requesting the review.

4. The Director may grant an extension of time for compliance with any notice or order, whether pending or final, upon the Director's finding that substantial progress toward compliance has been made and that the public will not be adversely affected by the extension. An extension of time may be revoked by the Director if it is shown the conditions at the time the extension was granted have changed, the Director determines a party is not performing corrective actions as agreed, or if the extension creates an adverse effect on the public. The date of revocation shall then be considered the compliance date.

C. Penalties

1. In addition to any other sanction or remediable procedure that may be available, any LSPC violating or failing to comply with any provision of subsection 7.32.040.A shall be subject to the following penalties:

- a. \$500 per day for each violation for the first ten days; and
- b. \$1000 per day for each violation for each day beyond ten days of non-compliance until compliance is achieved.

2. In cases where the Director has issued a notice of violation or order of the Director, the violation will be deemed to begin, for purposes of determining the number of days in violation, on the date that compliance is required on the notice of violation or order of the Director.

3. Civil actions to enforce subsection 7.32.040.A shall be brought in the Seattle Municipal Court, except as otherwise required by law or court rule. The Director shall request in writing that the City Attorney take enforcement action. The City Attorney shall, with the assistance of the Director, take appropriate action to enforce subsection 7.32.040.A. In any civil action for a penalty, the City has the burden of proving by

a preponderance of the evidence that a violation exists or existed. The issuance of a notice of violation or an order following a review by the Director is not itself evidence that a violation exists.

4. Final decisions of the Seattle Municipal Court on enforcement actions authorized by Section 7.32.060 may be appealed pursuant to the Rules for Appeal of Courts of Limited Jurisdiction.

7.32.070 Enforcement and penalties - Civil citation

A. The Director is authorized to investigate any LSPC that the Director reasonably believes has not complied with the provisions of subsection 7.32.040.B.

B. If, after investigation, the Director determines that any provisions of subsection 7.32.040.B have been violated, the Director may issue a civil citation to the LSPC responsible for the violation.

C. The civil citation shall include the following information: (1) the name and address of the LSPC to whom the citation is issued; (2) the address of the LSPC involving the violation; (3) a separate statement of each provision violated; (4) the date of the violation; (5) a statement that the LSPC cited must respond to the civil citation within 15 business days after service; (6) a space for entry of the applicable penalty; (7) a statement that a response must be sent to the Hearing Examiner and received not later than 5 p.m. on the day the response is due; (8) contact information for the Hearing Examiner where the citation is to be filed; (9) a statement that the citation represents a determination that a violation has been committed by the LSPC named in the citation and that the determination shall be final unless contested as provided in this Chapter 7.32; and (10) a certified statement of the Director's representative issuing the citation, authorized by RCW 5.50.050, setting forth facts supporting issuance of the citation.

D. The citation shall be served by first-class mail, addressed to the LSPC responsible for the violation. Service shall be deemed complete three days after the mailing. If a citation sent by first class mail is returned as undeliverable, service may be made by posting the citation at a conspicuous place on the property where the violation occurred and service shall be complete on the date of posting. The citation may also be served in person.

E. Response to citations

1. An LSPC cited must respond to the citation in one of the following ways:

a. Paying the amount of the monetary penalty specified in the citation, in which case the record shall show a finding that the LSPC cited committed the violation; or

b. Requesting in writing a mitigation hearing to explain the circumstances surrounding the commission of the violation and providing an address to which notice of such hearing may be sent; or

c. Requesting in writing a contested hearing specifying the reason why the cited violation did not occur or why the LSPC cited is not responsible for the violation, and providing an address to which notice of such hearing may be sent.

2. A response to a citation must be received by the Office of the Hearing Examiner no later than 15 calendar days after the date the citation is served. When the last day of the appeal period so computed is a Saturday, Sunday, or federal or City holiday, the period shall run until 5 p.m. on the next business day.

3. If an LSPC fails to respond to a citation within 15 calendar days of service, the citation and monetary penalty shall be the final order of the Director.

F. Hearings

1. Mitigation hearings

a. If a mitigation hearing is requested, the mitigation hearing shall be held within 30 calendar days after written response to the citation requesting such hearing is received by the Hearing Examiner. Notice of the time, place, and date of the hearing shall be sent to the address specified in the request for hearing not less than ten calendar days prior to the date of the hearing.

b. The Hearing Examiner shall hold an informal hearing that shall not be governed by the Rules of Evidence. The LSPC cited may present witnesses, but witnesses may not be compelled to attend. A representative from the Department may also be present and may present additional information, but attendance by a representative from the Department is not required.

c. The Hearing Examiner shall determine whether the cited LSPC's explanation justifies reduction of the monetary penalty. Factors that may be considered in whether to reduce the penalty include whether the violation was caused by the act, neglect, or abuse of another or whether compliance was prevented by a condition or circumstance beyond the control of the LSPC cited.

d. After hearing the explanation of the LSPC cited and any other information presented at the hearing, the Hearing Examiner shall enter an order finding that the LSPC cited committed the violation and assessing a monetary penalty in an amount determined pursuant to subsection 7.32.070.G. The Hearing Examiner's decision is the final decision of the City on the matter.

2. Contested hearings

a. Date and notice. If an LSPC requests a contested hearing, the hearing shall be held within 60 calendar days after the written response to the citation requesting such hearing is received.

b. Contested hearings shall be conducted pursuant to the procedures for hearing contested cases contained in Section 3.02.090 and the rules adopted by the Hearing Examiner for hearing contested cases, except as modified by this Section 7.32.070. The issues heard at the hearing shall be limited to those that are raised in writing in the response to the citation and that are within the jurisdiction of the Hearing Examiner. The Hearing Examiner may issue subpoenas for the attendance of witnesses and the production of documents.

c. No citation shall be deemed insufficient for failure to contain a detailed statement of the facts constituting the specific violation which the LSPC cited is alleged to have committed or by reason of defects or imperfections, provided such lack of detail, or defects or imperfections do not prejudice substantial rights of the LSPC cited.

d. A citation may be amended prior to the conclusion of the hearing to conform to the evidence presented if substantial rights of the LSPC cited are not thereby prejudiced.

e. The certified statement or declaration authorized by RCW 5.50.050 shall be prima

facie evidence that a violation occurred and that the LSPC cited is responsible. The certified statement or declaration authorized under RCW 5.50.050 and any other evidence accompanying the report shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under RCW 5.50.050 shall also be admissible without further evidentiary foundation. The LSPC cited may rebut the Department of Finance and Administrative Services' evidence and establish that the cited violation(s) did not occur or that the LSPC contesting the citation is not responsible for the violation.

f. If the citation is sustained at the hearing, the Hearing Examiner shall enter an order finding that the LSPC cited committed the violation and impose the applicable penalty pursuant to subsection 7.32.070.G. The Hearing Examiner may reduce the monetary penalty in accordance with the mitigation provisions in subsection 7.32.070.F.1.c. If the Hearing Examiner determines that the violation did not occur, the Hearing Examiner shall enter an order dismissing the citation.

g. Final decision. The Hearing Examiner's decision is the final decision of the City.

3. Failure to appear for a requested hearing will result in an order being entered finding that the LSPC cited committed the violation stated in the citation and assessing the penalty specified in the citation. For good cause shown and upon terms the Hearing Examiner deems just, the Hearing Examiner may set aside an order entered upon a failure to appear and schedule a new contested hearing date.

G. Citation penalties

1. The first time an LSPC is found to have violated one of the provisions referenced in subsection 7.32.040.B the LSPC shall be subject to a penalty of \$500. The Director may, in an exercise of discretion, issue a warning to the LSPC responsible for the violation if that LSPC has not been previously warned or cited for violating this Chapter 7.32.

2. Any second or subsequent time an LSPC is found to have violated one of the provisions referenced in subsection 7.32.040.B within a five-year period, the LSPC shall be subject to a penalty of \$1,000 for each subsequent violation.

3. If the LSPC cited fails to pay a penalty imposed pursuant to this subsection 7.32.080.G, the penalty may be referred to a collection agency. The cost to the City for the collection services will be assessed as costs, at the rate agreed to between the City and the collection agency, and added to the penalty.

Alternatively, the City may pursue collection in any other manner allowed by law.

4. Each day an LSPC violates or fails to comply with one of the provisions referenced in Section 7.32.040, may be considered a separate violation for which a civil citation may be issued.

7.32.080 Alternative criminal penalty

Any LSPC that violates or fails to comply with any of the provisions in this Chapter 7.32 and that has had at least two or more citations, or two or more notices of violation issued against them for violating this Chapter 7.32, within the past three years from the date the criminal charge is filed shall be guilty of a misdemeanor subject to the provisions of Chapters 12A.02 and 12A.04, except that absolute liability shall be imposed for such a violation or failure to comply and none of the mental states described in Section 12A.04.030 need be proved. The Director may request the City Attorney prosecute such violations criminally as an alternative to the citation and notice of violation procedures outlined in this Chapter 7.32.

7.32.090 Additional relief

The Director may seek legal or equitable relief to enjoin any acts or practices when necessary to achieve compliance.

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 _____, 2022, and signed by me in open session in authentication of its passage this _____ day of _____, 2022.

President _____ of the City Council

Approved / returned unsigned / vetoed this ____ day of _____, 2022.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

Elizabeth M. Adkisson, Interim City Clerk

(Seal)

Attachments:

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
LEG	Ann Gorman / 4-8049	N/A

** 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 limited services pregnancy centers; prohibiting false and misleading advertising by limited services pregnancy centers; and adding a new Chapter 7.32 to the Seattle Municipal Code.

Summary and Background of the Legislation: This ordinance would define “limited services pregnancy centers” in the Seattle Municipal Code (SMC) and make applicable to these centers specific prohibitions against false advertising, the making of false statements, and statements of omission with respect to the provision of pregnancy-related services. It would allow for enforcement of violations either via notice of violation or civil citation.

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?

This legislation may require increased outreach efforts and staff training on this topic, as well as resources to inform community about the false-advertising provisions. The Department of Finance and Administrative Services (FAS) would investigate potential violations, levy and collect penalties, and administer the appeals process. Without additional funding, FAS would have to absorb these efforts with their current capacity, which may require deprioritizing one or more current bodies of enforcement work. FAS may also incur additional costs related to incorporating the new penalties into the Seattle License Information System (SLIM).

Are there financial costs or other impacts of *not* implementing the legislation? No.

4. OTHER IMPLICATIONS

- a. **Does this legislation affect any departments besides the originating department?**
The legislation primarily affects the Department of Finance and Administrative Services, who would investigate violations of the bill's provisions and provide enforcement as needed. The bill also provides for appeals of a civil citation to be heard by the Hearing Examiner and for potential prosecution of violations by the City Attorney's Office.
- 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?** Limited service pregnancy centers often use advertising that targets people of color. These centers may also advertise that their services are provided free of charge, an offer that targets individuals who are economically disenfranchised. In general, the recent rollback of the right to abortion by the Supreme Court greatly impacts vulnerable and historically disadvantaged communities, including Black, Indigenous, and Latinx individuals. Ensuring that Seattle's anti-discrimination laws protect individuals in Seattle no matter their actual, potential, perceived, or alleged pregnancy outcomes will benefit those individuals, among many others.

What is the Language Access plan for any communications to the public? There is currently no language access plan.

- 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.** This legislation has no impact on climate change resiliency.
- 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)?** This legislation does not contemplate a new initiative or major programmatic expansion.

Summary Attachments:

None.



Legislation Text

File #: Res 32064, **Version:** 2

CITY OF SEATTLE

RESOLUTION _____

A RESOLUTION declaring the City Council’s intent to phase out gas-powered leaf blowers; establishing goals and identifying actions to meet these goals.

WHEREAS, The City of Seattle (“City”) has the authority to adopt policies to protect and promote public health, safety, and welfare; and

WHEREAS, in 2021, the City Council (“Council”) adopted Statement of Legislative Intent OSE-003-B-001 requesting that City departments develop a plan to phase out the use of gas-powered leaf blowers in Seattle within two years and submit this plan to the Council by September 2, 2022; and

WHEREAS, the Council is seeking to reinforce and elevate this request through this resolution by establishing goals and articulating specific actions the City should take to gradually phase out the use of gas-powered leaf blowers; and

WHEREAS, in 2014, the City’s Department of Planning and Development (now the Seattle Department of Construction and Inspections) considered strategies to reduce or eliminate the use of gas-powered leaf blowers in their response to Statement of Legislative Intent SLI 70-1-A-1 and recommended no new regulations or changes to City practices due to the lack of equivalent electric alternatives and other considerations at that time; and

WHEREAS, since then, new data have revealed more of the environmental and public health impacts of gas-powered leaf blowers; electric leaf blowers technology has improved; and other jurisdictions have moved to eliminate the use of gas-powered leaf blowers; and

WHEREAS, gas-powered leaf blowers most commonly have two-stroke internal combustion engines that

incompletely combust their fuel, resulting in the emission of toxic and carcinogenic substances, such as carbon monoxide, nitrogen oxides, and volatile organic compounds, which contribute to the formation of ozone, smog, and acid rain; and

WHEREAS, best available data indicate that the use of gas-powered leaf blowers can cause direct harm to people within the vicinity by contributing to localized air pollution, creating excessive noise, and causing other negative health impacts to their operators, who disproportionately identify as Latinx or Hispanic (46 percent) relative to overall workplace demographics (18 percent); and

WHEREAS, operating a leaf blower results in particulate matter lifting into the air, which has been shown to degrade localized air quality by increasing coarse and fine particles by more than 60 percent relative to ambient air, and the smallest particles can remain in the air for up to a week; and

WHEREAS, studies from the United States Environmental Protection Agency (EPA) indicate that fugitive dust (i.e., particulate matter) and exhaust emissions from gas-powered leaf blowers can pose significant health risks to operators and the public, including “cardiovascular disease, stroke, respiratory disease, cancer, neurological conditions, premature death, and effects on prenatal development”; and

WHEREAS, gas-powered leaf blowers with two-stroke engines emit particularly low-frequency sound waves, including ultra-low frequency, which cause the sounds to travel longer distances and more easily penetrate walls and other barriers, magnifying the impacts of nuisance noise; and

WHEREAS, the California Air Resources Board determined that operators of gas-powered leaf blowers may be exposed to an average sound of 88-101.3 decibels (dBs), which exceeds acceptable thresholds set by the World Health Organization, the United States Department of Labor’s Occupational Safety and Health Administration, and Washington State; and

WHEREAS, regular exposure to sound levels higher than 70 dBs can cause hearing damage and loss to operators, and studies have shown that high environmental noise pollution can contribute to the incidence of arterial hypertension, myocardial infarction, tinnitus, and stroke; and

WHEREAS, the City's Race and Social Justice Initiative (RSJI) established a Racial Equity Toolkit (2012) analysis process, wherein the City committed to racial equity and justice principles, including prioritizing stakeholder engagement throughout policy development, especially stakeholders who are directly affected by a policy's implementation; and

WHEREAS, in response to the considerable negative impacts from gas-powered leaf blowers, over 100 cities across the nation have instituted policies limiting or banning them from use, and California has passed Assembly Bill 1346, which requires the California Air Resources Board to create a plan to phase out the sale of gas-powered leaf blowers in California by 2024; and

WHEREAS, electric leaf blowers are quieter than gas-powered versions and do not emit low-frequency sound waves or toxic emissions, reducing harm to operators and other people nearby; and

WHEREAS, several City departments continue to use gas-powered leaf blowers, including Seattle Parks and Recreation, the Seattle Department of Transportation, and Seattle City Light; and

WHEREAS, transitioning away from fossil fuel-powered leaf blowers is consistent with the City's electrification plans to phase out the use of fossil fuels for transportation and buildings; and

WHEREAS, while Seattle Parks and Recreation has already committed to transition ten percent of its gas-powered leaf blowers to electric models each year to reach 50 percent leaf blower electrification by 2026, the harms to workers, residents, and the environment and the wider availability of equivalent electric alternatives warrant a faster and more thorough implementation; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE THAT:

Section 1. The City Council recognizes that the use of gas-powered leaf blowers causes significant adverse environmental and health impacts, including noise and air pollution, and establishes the following goals to support an expeditious transition away from their use:

A. By January 2025, or later if necessary, the City and its contractors will phase out the use of gas-powered leaf blowers; and

B. By January 2027, or later if necessary, institutions located in Seattle, businesses operating in Seattle, and Seattle residents will phase out the use of gas-powered leaf blowers.

Section 2. To accomplish the goals in Section 1 of this resolution, the Council requests that City departments (as suggested below) pursue the following actions:

A. Seattle Parks and Recreation, the Department of Finance and Administrative Services (FAS), Seattle City Light, the Seattle Department of Transportation, and other departments as appropriate, are requested to:

1. Evaluate their current practices related to the use of leaf blowers and explore options to reduce reliance on leaf blowers, both gas-powered and electric, either by allowing leaves to naturally decompose or clearing them using non-motorized methods; and

2. Develop and implement plans to ensure that City facilities and employees are adequately equipped with infrastructure and equipment to use electric-powered leaf blowers rather than gas-powered leaf blowers.

B. Seattle Public Utilities, the Seattle Department of Construction and Inspections (SDCI), the Office of Labor Standards, and the Department of Neighborhoods are requested to design a culturally- and linguistically-appropriate education and outreach strategy that informs City employees, businesses, and the general public of the negative health and environmental impacts of gas-powered leaf blowers, and encourages residents to adopt alternatives that are safer, quieter, and more environmentally friendly.

C. FAS, SDCI, and other departments, as appropriate, are requested to develop a proposal that would phase out and ban the use of gas-powered leaf blowers within Seattle. The proposal should include, but not be limited to, the following:

1. A Racial Equity Toolkit analysis to identify benefits or burdens of the proposal and gather feedback from key stakeholders, such as landscaping businesses that operate in Seattle;

2. Whether the City should offer incentives, such as a buyback program or rebates, to landscaping businesses that operate in Seattle and low-income Seattle residents;

3. What regulatory mechanism (e.g., amendment to the Noise Code) is most appropriate to support enforcement of the ban; and

4. The potential benefits and reasonably quantifiable net costs (if any) to the City of implementation and enforcement of the actions requested by this resolution.

Section 3. The Council requests that the Executive provide to the City Council’s Sustainability & Renters’ Rights Committee or other committee as appropriate by December 2, 2022, a proposed work program, timeline, and budget to achieve the goals of this resolution.

Section 4. Nothing in this resolution should be construed to preclude or impede the City’s ability to more quickly phase out gas-powered leaf blowers.

Adopted by the City Council the _____ day of _____, 2022, and signed by me in open session in authentication of its adoption this _____ day of _____, 2022.

President _____ of the City Council

Filed by me this _____ day of _____, 2022.

_____, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
LEG	Yolanda Ho / 256-5989	N/A

** 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 declaring the City Council’s intent to phase out gas-powered leaf blowers; establishing goals and identifying actions to meet these goals.

Summary and Background of the Legislation: Gas-powered leaf blowers are noisy and create localized air pollution that can impact the health of both the equipment’s operator and people nearby. In the 2014 Adopted Budget, the Council requested that the Department of Planning and Development (DPD, now the Seattle Department of Construction and Inspections) consider strategies to reduce or eliminate noise and emissions caused by gas-powered leaf blowers in Seattle (SLI 70-1-A-1). In response, DPD provided an analysis of relevant regulations, an inventory of the City’s gas-powered leaf blowers by departments, and assessed various options to reduce the use of gas-powered leaf blowers in the city. DPD did not recommend any regulatory or substantial programmatic changes at that time due to the limitations of electric leaf blower technology and concerns about racial equity impacts that could result from restricting the use of gas-powered leaf blowers.

Since 2014, electric leaf blowers have become increasingly more powerful, with longer battery life, making them a viable alternative to gas-powered models for City, commercial, and institutional use. Further, recent research has found that prolonged exposure to the noise and emissions produced by gas-powered leaf blowers can cause hearing damage and increase an individual’s risk of cardiovascular disease, stroke, respiratory disease, cancer, neurological conditions, premature death, and effects on prenatal development.

To address these issues, this resolution would declare the City Council’s commitment to the following goals:

- By January 2025, or later if necessary, the City and its contractors will phase out the use of gas-powered leaf blowers; and
- By January 2027, or later if necessary, institutions located in Seattle, businesses operating in Seattle, and Seattle residents will phase out the use of gas-powered leaf blowers.

A variety of City department are requested to develop and begin implementing actions to achieve these goals, most notably Seattle Parks and Recreation (SPR), which currently owns the largest number of gas-powered leaf blowers in the City (approx. count = 360). SPR is currently planning a gradual transition to electric leaf blowers, with the goal of achieving 50 percent electrification by 2026. The later target date for implementing the phase-out for businesses and institutions is intended to provide the City with additional time for outreach to

residents and businesses and to develop strategies to mitigate financial impacts that will ensure that the policy does not cause disproportionate racial equity impacts.

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?

The resolution calls for expediting the City’s transition from gas-powered leaf blowers to all-electric, which would accelerate the timeline for planned expenditures and require additional resources in the short term. The upfront expenditure will diminish the need to invest in electric leaf blowers and the necessary infrastructure to support their use over the long term. Departments may require additional resources to develop and implement the work as requested and fund any financial incentives the City might offer to reduce the burden of the planned phase-out for landscaping businesses and low-income residents.

Additionally, there could be workforce impacts for the City, such as increased time needed to clear leaves, if available electric leaf blowers prove to be less powerful than gas-powered alternatives. The resolution requests that City departments reevaluate their use of leaf blowers to reduce their reliance on leaf blowers (both gas-powered and electric) generally, which could reduce the impacts of this change. Finally, resources may be needed to support enforcement of the restriction on gas-powered leaf blowers. These costs are currently not quantifiable as City departments would need to more fully develop the proposal as requested in the resolution.

Are there financial costs or other impacts of *not* implementing the legislation?

Failure to implement the work outlined in this resolution would result in the continued use of gas-powered leaf blowers in Seattle and exposure of workers and others in the vicinity to the associated health risks as described previously.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

The resolution would request that work be conducted by SPR, Department of Finance and Administrative Services (FAS), Seattle City Light, and Seattle Department of Transportation to evaluate their practices related to leaf blower use and take the measures necessary for City staff to fully transition to electric leaf blowers by January 2025. Seattle Public Utilities, the Seattle Department of Construction and Inspections (SDCI), the Office of Labor Standards, and the Department of Neighborhoods would develop and implement an outreach and engagement strategy for the proposed phase-out, with a particular focus on landscaping businesses that operate in Seattle. FAS and SDCI would also be engaged in developing a

proposal to phase-out the use of gas-powered leaf blowers by residents, landscaping businesses and institutions in Seattle by January 2027.

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?

Workers in the landscaping services industry disproportionately identify as Hispanic/Latino (nationally, 46 percent of workers in the landscaping services industry as compared to 18 percent of all workers). Phasing out the use of gas-powered leaf blowers would reduce these workers' risk of exposure to the noise and emissions produced by the equipment.

While this would benefit the health of workers, landscaping businesses may be financially impacted by the proposed prohibition against the use of gas-powered leaf blowers in Seattle. The businesses would have to purchase electric leaf blowers and adjust their operations to ensure that leaf blowers can be charged (or have sufficient charge) throughout the day as landscaping crews move from one work site to another. Additionally, low-income residents could be financially burdened by the proposed ban, which may require them to purchase an electric leaf blower or could result in them being disproportionately subjected to enforcement action if they are unable to replace their gas-powered leaf blower prior to the ban going into effect. The City could consider mitigating these impacts by creating financial incentives, such as a rebate and/or buy-back program.

f. Climate Change Implications

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

No. Gas-powered leaf blowers produce minimal greenhouse gas emissions.

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)?**

Not applicable.

Summary Attachments:

None.



Legislation Text

File #: CB 120384, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to the South Park Bridge project; authorizing the Director of the Seattle Department of Transportation to acquire, accept, and record, on behalf of The City of Seattle, a quit claim deed from King County, a political subdivision of the State of Washington, for property situated in Lots 9 through 13, Block 37, South Park; placing the real property rights and interests conveyed by such deed under the jurisdiction of the Seattle Department of Transportation and designating for transportation purposes; laying off the deed as right-of-way; and ratifying and confirming certain prior acts.

WHEREAS, Ordinance 123101 passed on September 21, 2009, authorizing the Director of the Department of Transportation to negotiate and enter into an Interlocal Agreement between King County, a political subdivision of the State of Washington (“King County”) and The City of Seattle (the “City”) relating to the conveyance of road-related property, dated June 17, 2010 (the “Interlocal Agreement”), to build the new South Park Bridge (the “Project”); and

WHEREAS, the Project was designed to improve traffic safety at the five-legged intersection of 14th Avenue South, Dallas Avenue South, and South Sullivan Street, by constructing a new seismically resilient bridge over Seattle’s Duwamish Waterway, parallel to and downriver from the existing bridge, which had been battered by earthquakes and age; and

WHEREAS, the new South Park Bridge opened to traffic June 30, 2014, and at the public’s request it architecturally emulates and preserves aspects of the original historic bridge; and

WHEREAS, the reconfiguration of the intersection made it necessary for King County to purchase property in the city of Seattle for the Project; and

WHEREAS, the Interlocal Agreement set forth the conditions by which King County transfers any property it

acquired for the Project within Seattle city limits after Project construction and upon mutual agreement between the City and King County; and

WHEREAS, the City and King County have now agreed upon two parcels of property to transfer to the City under the terms of the Interlocal Agreement; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Quit Claim Deed from KING COUNTY, a political subdivision of the State of Washington, dated September 16, 2021, and recorded under King County Recording Number 20210922000890, attached as Attachment A and incorporated into this ordinance, is accepted for transportation purposes, placed under the jurisdiction of the Seattle Department of Transportation, and laid off, opened, widened, extended, and established as right-of-way (a portion of tax parcel numbers 788360-7340 and 788360-7345).

Section 2. Any act consistent with the authority of this ordinance taken 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 the City Council the _____ day of _____, 2022, and signed by me in open session in authentication of its passage this _____ day of _____, 2022.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2022.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

Elizabeth M. Adkisson, Interim City Clerk

(Seal)

Attachments:

Attachment A - Quit Claim Deed from King County

After recording return document to:

City of Seattle
Department of Transportation
700 5th Avenue – Suite 3800
P.O. Box 34996
Seattle, WA 98124-4996
Attn: Mary Jung

Document Title: Quitclaim Deed
Reference Number of Related Document: N/A
Grantor(s): King County, Washington
Grantee: City of Seattle Department of Transportation
Abbreviated Legal Description: Lots 10 through 13, Block 37, South Park, Volume 4, Page 87, and Lot 9, Block 37, South Park, Volume 4, Page 87
Assessor's Tax Parcel Number(s): 788360-7345-03, 788360-7340-08

QUITCLAIM DEED

The Grantor, **KING COUNTY**, a political subdivision of the State of Washington ("County"), conveys and quitclaims to Grantee, **CITY OF SEATTLE**, a State of Washington municipal corporation ("City"), the following the real property situated in King County, Washington and described in EXHIBIT A, attached hereto and incorporated herein by this reference.

This Property is being conveyed consistent with the [Interlocal Agreement Between King County and the City of Seattle Relating to Conveyance of Road-Related Property] dated June 17, 2010, Seattle City Clerk File Number 321120. This transfer agreement is pursuant to the authority granted in the Intergovernmental Disposition of Property Act, RCW Chapter 39.33.

Page 1 of 4 pages

Tax Parcels 788360-7345-03,
788360-7340-08

DocuSign Envelope ID: 95792263-FE3A-4C65-9A16-80363F78D446

QUITCLAIM DEED

GRANTOR - KING COUNTY

By: _____
 Anthony O. Wright
 Title: Director, Facilities Management Division
 Date: 8/18/21, 2021

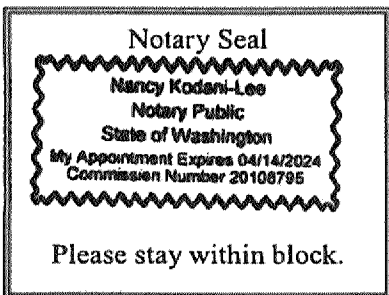
Approved as to Form:

By: DocuSigned by:
John Briggs _____
 John Briggs, Senior Deputy Prosecuting Attorney

STATE OF WASHINGTON)
) : §
 County of King)

On this 18th day of August, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ANTHONY O. WRIGHT, to me known to be the Director, Facilities Management Division, and who executed the foregoing instrument and acknowledged to me that he was authorized to execute said instrument on behalf of KING COUNTY for the uses and purposes therein mentioned.


GIVEN under my hand and official seal the day and year last above written.



Nancy Kodani-Lee
 Notary (print name) _____
 Notary Public in and for the State of Washington,
 residing at Mill Creek, WA
 My Appointment expires 4/14/2024

QUITCLAIM DEED

Approved and Accepted By:
CITY OF SEATTLE

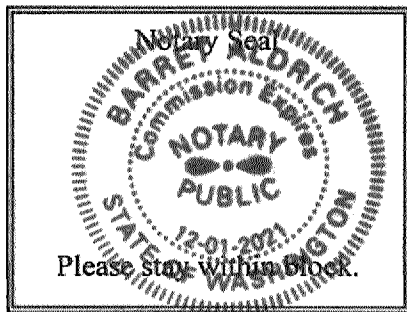
By: 
Sam Zimbabwe, Director
Seattle Department of Transportation

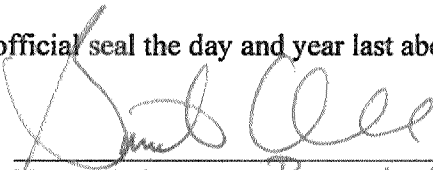
Dated: 9/16, 2021

STATE OF WASHINGTON)
 : §
County of King)

On this 16 day of September, 2021, before me personally appeared SAM ZIMBABWE, to me known to be the Director of the Seattle Department of Transportation of the City of Seattle, a Washington Municipal Corporation, the municipal corporation that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.




Notary (print name) Barrett Aldrich
Notary Public in and for the State of Washington,
residing at Vashon WA
My Appointment expires Dec 1, 2021

QUITCLAIM DEED

EXHIBIT A

LOTS 10 THROUGH 13, INCLUSIVE, BLOCK 37, SOUTH PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 87, IN KING COUNTY, WASHINGTON, TOGETHER WITH LOT 9, BLOCK 37, SOUTH PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 87, IN KING COUNTY WASHINGTON,

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Department of Transportation	Gretchen Haydel (206) 233-5140	Christie Parker (206) 684-5211

** 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 the South Park Bridge project; authorizing the Director of the Seattle Department of Transportation to acquire, accept, and record, on behalf of The City of Seattle, a quit claim deed from King County, a political subdivision of the State of Washington, for property situated in Lots 9 through 13, Block 37, South Park; placing the real property rights and interests conveyed by such deed under the jurisdiction of the Seattle Department of Transportation and designating for transportation purposes; laying off the deed as right-of-way; and ratifying and confirming certain prior acts.

Summary and Background of the Legislation: This Council Bill authorizes the Director of the Department of Transportation to acquire, accept, and record a quit claim deed transferring two parcels of property in the South Park neighborhood of The City of Seattle (the “City”), places the property under the jurisdiction of the Seattle Department of Transportation and designates it for transportation purposes, lays the property off as right-of-way, and ratifies and confirms prior acts.

The original South Park Bridge, built in 1931, was a double-leaf bascule bridge listed on the National Historic Register and designated as a King County Landmark. The 1,045-foot long bridge connected Seattle neighborhoods across the Duwamish Waterway, a navigational channel used for commercial, industrial, and recreational purposes that was popular with the local residents for its look and importance to the community.

The bridge was closed on June 30, 2010 due to safety concerns because it was rapidly deteriorating and seismically vulnerable. To that end, King County approved a capital improvement project to develop and issue an Environmental Impact Statement for design alternatives to the existing South Park Bridge and to conduct the subsequent engineering and design of the preferred alternative (the “Project”). Pursuant to Ordinance 123549, the City and the County entered into an Interlocal Agreement, dated February 28, 2011, to establish mutual roles and responsibilities regarding the funding, design, and construction of a new South Park Bridge (the “Bridge”).

The City and the County also entered into an Interlocal Agreement, dated June 17, 2010, and approved under Ordinance 123101, relating to the conveyance of road-related property (the “Interlocal Agreement”), for the purpose of acquiring property and permitting in support of the design of the Bridge.

Construction of the Bridge has now been completed and the Bridge opened on June 30, 2014, providing a reliable link to the South Park neighborhood businesses that depend on it for economic development, and for community enhancement and development.

Pursuant to the terms of the Interlocal Agreement, the City and the County reviewed the inventory of the property King County acquired for the Project, and mutually agreed that two parcels totaling 81,000 square feet would be transferred to the City.

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

Are there financial costs or other impacts of *not* implementing the legislation?

The City and County would not be in compliance with the terms of the Interlocal Agreement if this legislation does not pass.

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?

Yes. Two parcels that were acquired by King County for the Project are being transferred to the City as right-of-way pursuant to the terms of the Interlocal Agreement.

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?

Prior to the closure of the original South Park Bridge, the bridge served a neighborhood with a high percentage of low income residents and businesses that relied on the access it provided. Its closure from 2010-2014 impacted some 20,000 vehicles that traveled it daily. However, the closure was necessary to keep the community safe and construct the Project.

Because the South Park Community falls under Environmental Justice regulation, good communication and involvement with the local minority population was especially important. Minorities make up a majority of the population in this community.

In 2002, a public involvement plan was developed. This plan identified ways that the Project team could communicate most effectively with this diverse population. All the Project information was distributed in the area's three most prevalent languages: English, Spanish, and Vietnamese. Flyers, e-mails, website updates, and numerous community meetings were held to relay information. Translators were also available during the community meetings and open houses.

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.

An Environmental Impact Statement was published in December of 2009. The Project site fell within the lower five miles of the Duwamish Waterway that has been designated by the Environmental Protection Agency as a Superfund Site, among the most-contaminated sites in the nation. As such, the Project included extensive environmental mitigation features. Riverbank restoration was extensive. It was regraded to be gradual, more like a natural river, with a restored intertidal zone and native vegetation. The restoration made the riverbank more conducive to migrating salmon, the foundation type of the Bridge takes up a much smaller footprint in the riverbed, and a lot of contamination from a century's worth of industrial pollution was remediated. It is believed that these mitigation features will increase Seattle's climate change resiliency by cleaning up the site and restoring it closer to its natural state.

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)?

This legislation does not include a new initiative or a major programmatic expansion.

Summary Attachments:

Summary Exhibit 1 – Vicinity Map

King County



King County, King County Assessor's Office, King County GIS Center, EagleView Technologies, Inc.

The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 4/21/2022



King County

Amendment A to CB 120384 – South Park Bridge Acquisition Acceptance

Sponsor: Councilmember Herbold

Direct community engagement on long-term use of property

Effect: This amendment directs the Seattle Department of Transportation to engage other City departments and South Park stakeholders on whether the accepted property could be used for other public purposes or should remain as right-of-way. The accepted property is currently used for landscaping and parking, and is located across the street from the Seattle Parks and Recreation’s planned South Park Plaza project on Dallas Avenue S.

Add a new Section 2 to CB 120384 as follows and renumber subsequent sections as appropriate:

Section 2. The Seattle Department of Transportation shall engage with the Office of Planning and Community Development, the Office of Housing, Seattle Parks and Recreation, and South Park community stakeholders on the City’s future plans for the property described in Section 1 and the adjoining S. Sullivan Street right-of-way. The Seattle Department of Transportation shall provide a written report to the City Council by January 31, 2023 documenting the engagement, community feedback received, and any identified next steps. The community engagement should consider the planned South Park Plaza project on Dallas Avenue S., and whether the property described in Section 1 should remain as right-of-way or could be used for other public purposes.



Legislation Text

File #: CB 120395, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to Seattle Public Utilities; declaring certain real property rights as being surplus to the City's municipal utility needs; granting easements to the City of Renton, for public roadway, Renton-owned utilities, storm drainage, and devices for traffic control purposes, for the improvement of Rainier Avenue South, over, under and across a portion of City's Cedar River Pipeline right of way, in the East ½ Section 18, Township 23 North, Range 5 East, W.M., in King County, Washington.

WHEREAS, the City of Renton desires to make improvements to Rainier Avenue South, thereby enhancing traffic safety and convenience; and

WHEREAS, to make said improvements the City of Renton has requested that The City of Seattle grant it certain property rights in the form of one temporary easement and one permanent easement; and

WHEREAS, the property rights requested are surplus to The City of Seattle's needs;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Pursuant to the provisions of RCW 35.94.040 and after a public hearing, certain property rights within the City of Seattle's Cedar River Water Transmission Pipeline right of way located in King County, Washington, and legally described in Attachments 1 and 2 to this ordinance, are declared to be no longer required for providing public utility service and to be surplus to the City's municipal utility needs.

Section 2. Upon receipt of payment in the amount of \$454,600, the General Manager and Chief Executive Officer of Seattle Public Utilities or designee is authorized to execute for and on behalf of The City of Seattle two easement agreements with The City of Renton, substantially in the form of: (1) the Temporary Construction Easement in, on, over, through and across the City's real property legally described in Attachment

1; and (2) a non-exclusive permanent Easement Agreement for public roadway, Renton-owned utilities, storm drainage, and devices for traffic control purposes under, over, and across the City's real property legally described in Attachment 2.

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 the City Council the _____ day of _____, 2022, and signed by me in open session in authentication of its passage this _____ day of _____, 2022.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2022.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

Elizabeth M. Adkisson, City Clerk

(Seal)

Attachments:

Attachment 1 - Temporary Construction Easement

Attachment 2 - Easement Agreement (Permanent Road and Utilities)

After recording return document to:

City of Renton
City Clerk's Office
1055 South Grady
Way Renton, WA
98057

TEMPORARY CONSTRUCTION EASEMENT

Reference #s of Document Released or Assigned:	None
Grantor.....	The City of Seattle, Seattle Public Utilities
Grantee.....	The City of Renton
Legal Description (abbreviated).....	Portion of The City of Seattle Cedar River Transmission Pipeline right of way in the E ½ of Section 18, Twp. 23 North, Range 5 East, W.M., King County, WA
Assessor’s Tax Parcel ID#.....	Portion of 1823059208

Rainier Avenue Temporary Construction Easement SPU R/W File # 327-605

Project: Rainier Ave S Corridor Improvements Phase 4 (S 3rd St to NW 3rd P1)

This Temporary Construction Easement (the “TCE”) is made and entered into this _____ day of _____, 2022, by and between **City of Seattle, a municipal corporation** of the State of Washington, acting by and through its Seattle Public Utilities Department (“SPU”), (“Seattle or Grantor”), and the **City of Renton, a municipal corporation** (“Renton” or “Grantee”), its successors and assigns.

For Good and Valuable Consideration, receipt of which is hereby acknowledged, Seattle, as the owner of that certain real property legally described on Exhibit "A" — Entire Parcel ("Property"), attached hereto and incorporated by this reference, hereby grants to Renton 6,355 square feet of temporary easements area in, on, over, through and across that portion of the Property depicted on Exhibit "B" (“Easement Area”), which are attached hereto and incorporated by this reference, for the purpose of minor clearing and grubbing and excavation and fill and construction; protecting existing public and private improvements in the immediate vicinity of the Project area; and repairing, restoring and/or reestablishing any improvements disturbed while undertaking the Project activities described above.

GENERAL TERMS and CONDITIONS

The temporary rights granted in this Construction Easement shall be effective upon execution by the parties. Renton and/or its contractors shall provide forty-eight (48) hours’ notice to Seattle of its intent to commence construction. The temporary rights granted to Renton shall automatically terminate and be null and void (i) thirty-six (36) months after the execution of this easement or (ii) upon restoration of any existing improvements disturbed

by the Grantee within the temporary easement area, whichever is later, but in no event later than June 30, 2024.

Renton shall use its best efforts to avoid damage to Seattle's property and infrastructure. If any damage occurs to Seattle's property or infrastructure in the course of, or as the result of, activities undertaken pursuant to this Agreement, including without limitation, damage to any slope, surface, landscaping, utilities, equipment, or structure, then Renton shall, at its sole cost and expense, promptly, and as soon as reasonably practicable, take all action reasonably necessary to repair the damage and restore the property to a condition satisfactory to Seattle.

Renton agrees to hold harmless, indemnify and defend Seattle from and against any and all claims, losses or liability, for injuries, sickness or death of persons, including employees of Renton, or damage to property, arising out of the exercise of Renton's rights under this Construction Easement or any willful misconduct or negligent act, error, or omission of Renton, its officers, agents, contractors, subcontractors, licensees, or employees, in connection with Renton's activities authorized by this Construction Easement, provided, however, that:

- (a) Renton's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, or damage caused by or resulting from the sole willful misconduct or sole negligence of Seattle; and
- (b) Renton's obligations to indemnify, defend and hold harmless for injuries, sickness, death, or damage caused by or resulting from the concurrent negligence or willful misconduct of Renton and Seattle, or of Renton and a third party other than an officer, agent, contractor, or employee of Renton, shall apply only to the extent of the negligence or willful misconduct of Renton (including an officer, agent, contractor or employee of Renton).

Renton shall, at its sole cost and upon completion of the work within the Easement Area, fully restore the surface and subsurface of the Easement Area and any public or private improvements disturbed by or destroyed during the execution of the work, as nearly as practicable, to the conditions as of the effective date of this easement.

It is the intention of the parties that this document be strictly limited to and for the purposes expressed.

It is understood and agreed that delivery of this Construction Easement is hereby tendered and that the terms and obligations hereof shall not become binding upon Renton, unless and until accepted and approved hereon in writing by Renton.

SPECIAL TERMS and CONDITIONS

A. The City of Seattle retains the right of exclusive access to, and use of, its fee-owned right of way including the Temporary Construction Easement Areas (TCE) in case of a superior City of Seattle operational need or emergency, as determined by SPU.

B. All activities by the City of Renton or its employees, agents, contractors, or other representatives within the Easement Area are subject to the approval of SPU's Project Delivery and Engineering Branch, Water Planning and Program Management Division, and Water Operations and Systems Maintenance (SPU). Construction Plans and Specifications must be approved by SPU. Plans are currently being reviewed by Ryan Manning at SPU 206-684-0127 ryan.manning@seattle.gov. After Renton has received SPU's written notice of approval of 100% Plans, Grantee must provide 7 working days' notice to SPU prior to engaging any activities in the Easement Area.

C. The City of Seattle reserves the right to STOP WORK within its fee-owned right of way if in the sole opinion of the City's on-site representative, the City of Renton's activities pose a danger to life or property.

D. The City of Renton must present an AFFIDAVIT from The City of Seattle's Tenants that are currently renting the right of way, which that they have no unresolved issues with the City of Renton regarding the project and that they are not expecting compensation of any kind from Seattle Public Utilities or the City of Seattle.

E. Permanent Easement language is not considered fully negotiated and final until approved by execution by an authorized representative of SPU.

F. Temporary Construction Easement language is not considered fully negotiated and final until approved by an authorized representative of SPU by execution of this document

G. In 2011 Renton paid SPU \$8,000 for SPU T&M costs related to the preparation of the easement and legislation documents, plan review and inspections. These funds were placed in SPU Guaranteed Deposit Account 43671.

H. The easement and legislative document preparation were completed in 2011 within the \$5,410.92. The legislation will need to be reviewed and updated, new easement description inserted, transferred to new templates, and submitted for legislative processing. To complete the legislative process SPU is willing to accept the remaining balance of \$2,589.08 based on the assumption that the already prepared documents would be used.

I. The City of Renton agrees to pay a separate administrative fee in the amount of \$1,835 for the review and approval of the TCE.

J. Renton agrees to reimburse SPU for its Time and Material Charges related to further Plan Review, Inspections and activities related to Renton's construction.

City of Renton Acknowledgement

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

THIS IS TO CERTIFY that on this day, before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the _____ of the **City of Renton** that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said agency, for the uses and purposes therein mentioned, and on oath stated that **he/she** is authorized to execute the said instrument.

WITNESS my hand and official seal this ____ day of _____, 2022.

Notary Public in and for the State of
Washington

residing at _____

My appointment expires _____

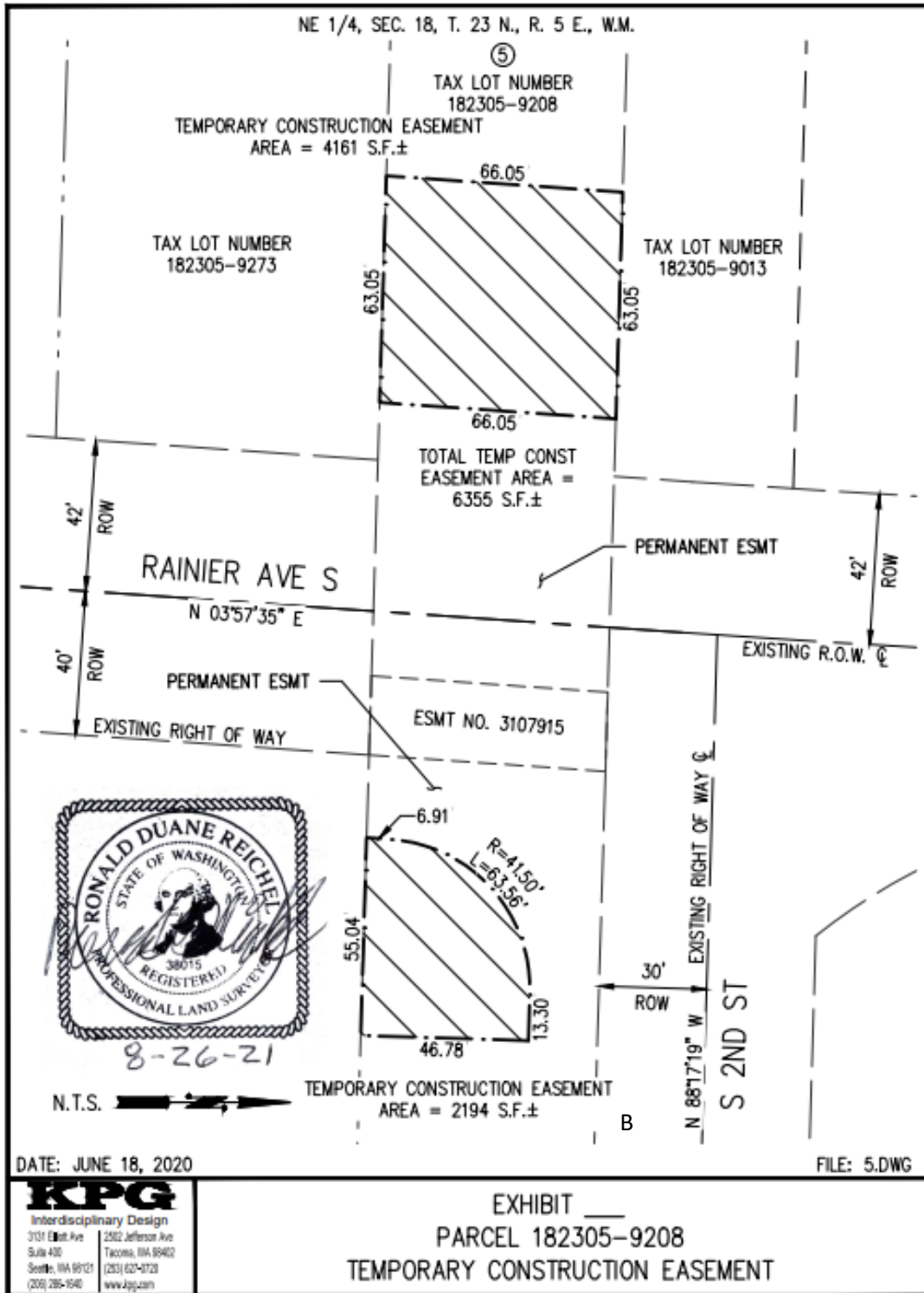
**EXHIBIT A
ENTIRE PARCEL**

Legal Description

**The Cedar River Pipeline right of way through Section 18, Township 23 North, Range 5
East of the Willamette Meridian, in King County, Washington.**

Parcel No. 182305-9209

EXHIBIT B TEMPORARY CONSTRUCTION EASEMENT AREAS



Recording Requested By And
When Recorded Mail To:

City of Seattle SPU - WTR
700 5th Ave, Suite 4900
PO Box 34018
Seattle WA 98124-4018

EASEMENT AGREEMENT

Reference #s of Document Released or Assigned:	None
Grantor.....	The City of Seattle, Seattle Public Utilities
Grantee.....	The City of Renton
Legal Description (abbreviated).....	Portion of The City of Seattle Cedar River Transmission Pipeline right of way in the E ½ of Section 18, Twp. 23 North, Range 5 East, W.M., King County, WA
Assessor’s Tax Parcel ID#.....	Portion of 1823059208

Rainier Avenue Road Easement SPU R/W File # 327-605

THIS EASEMENT AGREEMENT, made this ____ day of _____, 2022 by and between THE CITY OF SEATTLE, a municipal corporation of the State of Washington, acting by and through Seattle Public Utilities, hereinafter called “Seattle,” and City of Renton, a political subdivision of the State of Washington, hereinafter called “Renton,” WITNESSETH:

That for and in consideration of ONE and NO/100 Dollar (\$1.00), the mutual covenants and agreements hereinafter set forth, and other valuable consideration, it is agreed by and between the parties hereto as follows:

1. Seattle hereby grants to Renton, and to such municipal corporations as may become its successor by reason of incorporation or annexation of territory, including all or any part of the area below described, a non-exclusive easement for public roadway, Renton-owned utilities, storm drainage, and devices for traffic control purposes, over, under and across a portion of Seattle's Cedar River Pipeline right of way, as legally described in Exhibit A, attached hereto (the “Easement Area”).
2. Seattle retains, in its ownership of the underlying fee, the right to grant or deny permission to use or occupy the Easement Area for any other purpose, including use by public utility agencies; provided that such use or occupancy shall not unreasonably or permanently conflict with the purposes herein granted; and provided that such permitted users shall be required to restore roadway in accordance with Renton standards.
3. Any use or occupancy of the Easement Area is subject to all rules, regulations and laws governing the construction, operation and maintenance of such use, and shall not be construed to replace or to be used in lieu of any permit or licenses which may be required, granted or supervised by any other agency or subdivision of government.

4. Renton shall be responsible for the design, construction, maintenance and safety of a public roadway, Renton-owned utilities, storm drainage, and devices for traffic control purposes, within the Easement Area, which shall be at no cost or expense to Seattle. The use of the Easement Area by Renton shall in no way interfere with present or future use of said property by Seattle for water supply lines, overhead or underground electrical transmission or distribution facilities, or for other Seattle purposes.
5. a. Seattle shall have the right to install, repair, replace, maintain, operate and make lateral connections to any of its water supply lines and appurtenances, electrical transmission and distribution facilities, or other Seattle improvements within said easement area, provided that Renton shall be notified in advance of any such work, except when an emergency exists.

b. Seattle shall immediately notify Renton of any direct interference or damage to roadway, storm drainage facilities or other Renton improvements caused by or resulting from any Seattle work or operation within the Easement Area. Renton shall proceed to take such action(s) as may be necessary to ensure the integrity of Renton improvements and the safety of the public.

c. Seattle shall not be liable for the relocation or repair of said roadway, or other Renton improvements within the Easement Area by reason of such work or operations or for damage to roadway, storm drainage facilities or other Renton improvements within said easement area, except where such damage is caused by the sole or comparative negligence of Seattle, its agents, or employees.
6. It is expressly understood and agreed that before any construction, improvement, maintenance, or substantial repair of roadway and/or other improvements within the Easement Area is made by Renton or its agents, plans shall be supplied to Seattle (Seattle Public Utilities) for approval prior to the commencement of work except when an emergency exists. Such plans shall indicate the permanent grade established and depth of cover over any existing pipelines and other existing utilities, and shall show the drainage pattern within the vicinity. No such construction or improvements for roadway and/or storm drainage purposes shall be undertaken without the approval, in writing, from the GM/CEO of Seattle Public Utilities. Forty-eight (48) hours' notice shall be given to Seattle Public Utilities prior to performance of such construction or improvements. If an emergency arises, Renton or its agents shall immediately phone the SPU Operations Response Center at (206) 386-1800.
7. A minimum of three (3) feet of cover to the finished roadway grade shall be established over the pipelines at the final grade. If there is to be less than three (3) feet of cover, Renton shall install bridging over the pipelines as approved by Seattle. Maximum cover shall not exceed six (6) feet unless approved, in writing, by SPU.
8. There will be no construction traffic within 10 feet of the pipelines without adequate cover or bridging as approved in advance by Seattle.

9. All alterations, moving or adjusting of pipelines and/or other Seattle facilities required by the construction of the roadway and other Renton improvements shall be at no cost to Seattle.
10. Renton shall be liable for, and pay throughout the term of this use, any taxes, fees or assessments on the improvements of Renton installed, operated and maintained on the Seattle's property, and on any property interest deemed by the King County Assessor, other official of the State of Washington, or other entity responsible thereof, created by this easement and shall otherwise fulfill all fiscal obligations required by law. This provision specifically includes Surface Water Management Fees.
11. Renton shall defend, indemnify and hold harmless Seattle, its officials, employees, agents, and representatives from and against any and all claims liens, demands, actions costs, losses, expenses, harm, damages, and liability of any kind or character asserted or arising from, on account of, or in connection with: (a) Renton's exercise of its rights and obligations under this Agreement, (b) the acts or omissions of Renton (and Renton's officials, employees, agents, consultants, contractors, representatives, licensees, invitees, or visitors) in or upon the Easement Area, (c) any damage to or failure of the roadway, storm drain or other Renton improvements resulting in any damage or injury to any person or property, or any interest of any person or entity whatsoever or (d) the use of the Easement Area by members of the general public; provided however, nothing herein shall require Renton to so indemnify and hold harmless Seattle to the extent of the negligence or other fault on the part of Seattle, its officials, employees, agents, consultants, contractors, representatives or licensees.
12. Renton agrees to maintain compliance with any and all environmental laws and not to cause or permit the Easement Area to become contaminated with any hazardous substances in violation of such environmental laws. In the event that any property becomes contaminated as a result of the use of the Easement Area by Renton, its officials, employees, agents, consultants, contractors, representatives, licensees, invitees or visitors, Renton agrees to clean up and remediate damage to such property and to bring it into compliance with the environmental laws. Renton agrees to indemnify, release and hold harmless the Seattle from any environmental liability which may arise out of, result from, or be related to the past, present, or future contamination of the Easement Area by Renton, its officials, employees, agents, consultants, contractors, representatives, licensees, invitees or visitors. For purposes of this section 12, "environmental laws" shall mean any local, state or federal law, regulation, ordinance, order or other source of law, now or hereafter in effect relating to the protection of human health or the environment including, but not limited to: the Federal Clean Air Act; the Federal Water Pollution Control Act; the Federal Safe Drinking Water Act; the Federal Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Federal Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Federal Occupational Safety and Health Act; the Federal Emergency Planning and Right-to-Know Act of 1986; the Federal Hazardous Materials Transportation Control Act of 1980; the Federal Water Act of 1977; the Federal Insecticide, Fungicide and Rodenticide Act; the Federal Waste Management Recovery and Recycling Act; the Washington Hazardous Waste Management Act; the Washington Hazardous Waste

Fees Act; Washington Model Toxics Control Act; the Washington Nuclear Energy and Radiation Act; the Washington Radioactive Waste Storage and Transportation Act; the Washington Underground Petroleum Storage Tanks Act; and any regulations promulgated thereunder from time to time.

13. This Agreement and each of the terms, provisions, conditions and covenants herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

-----Remainder of this page deliberately left blank-----

14. In the event Renton, or such other municipal corporation as may have become its successor with respect to the subject property, ceases to use said described area for roadway, Renton-owned utilities, storm drainage, and devices for traffic control purposes, as evidenced by abandonment, vacation or in another manner, the easement granted herein shall forthwith terminate.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed.

THE CITY OF SEATTLE

THE CITY OF RENTON

Andrew Lee
Interim General Manager and CEO
Seattle Public Utilities

Date: _____

Date: _____

Pursuant to Ordinance _____

City of Seattle, Seattle Public Utilities Acknowledgment

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

THIS IS TO CERTIFY that on this day, before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the _____ of **Seattle Public Utilities** that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said agency, for the uses and purposes therein mentioned, and on oath stated that **he/she** is authorized to execute the said instrument.

WITNESS my hand and official seal this _____ day of _____, 2022.

Notary Public in and for the State of
Washington

residing at _____

My appointment expires _____

**EXHIBIT A
ENTIRE PARCEL**

Legal Description

**The Cedar River Pipeline right of way through Section 18, Township 23 North,
Range 5 East of the Willamette Meridian, in King County, Washington.**

Parcel No. 182305-9209

EXHIBIT B – Page 1 of 2
RIGHT OF WAY LEGAL DESCRIPTION
PARCEL NO. 182305-9208
PERMANENT EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED TRACT, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF PARCEL "A" OF SAID TRACT AND A LINE THAT IS 58.00 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF RAINIER AVENUE SOUTH;

THENCE SOUTH 03° 57' 35" WEST ALONG SAID PARALLEL LINE, 66.05 FEET TO THE SOUTH LINE OF PARCEL "A" OF SAID TRACT;;

THENCE SOUTH 88° 17' 19" EAST ALONG SAID SOUTH LINE, 76.06 FEET TO THE WEST LINE OF A HIGHWAY EASEMENT DESCRIBED UNDER RECORDING NUMBER 3107915, RECORDS OF KING COUNTY, WASHINGTON;

THENCE NORTH 03° 57' 35" EAST ALONG SAID WEST LINE, 66.05 FEET TO SAID NORTH LINE OF PARCEL "A" OF SAID TRACT;

THENCE NORTH 88° 17' 19" WEST ALONG SAID NORTH LINE, 76.50 FEET TO THE POINT OF BEGINNING CONTAINING 5,020 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

BEGINNING AT THE INTERSECTION OF SAID SOUTH LINE OF PARCEL "A" OF SAID TRACT AND THE EAST MARGIN OF RAINIER AVENUE SOUTH;

THENCE SOUTH 88° 17' 19" EAST ALONG SAID SOUTH LINE, 23.02 FEET;

THENCE NORTH 03° 57' 35" EAST, 6.91 FEET;

THENCE NORTHERLY, NORTHEASTERLY, AND EASTERLY ON A CURVE TO THE RIGHT WHOSE CENTER BEARS SOUTH 85° 02' 25" EAST, 41.50 FEET, AN ARC DISTANCE OF 63.56 FEET;

THENCE SOUTH 88° 17' 19" EAST, 13.30 FEET;

THENCE NORTH 01° 42' 41" EAST, 19.22 FEET TO SAID NORTH LINE OF PARCEL "A" OF SAID TRACT;

THENCE NORTH 88° 17' 19" WEST ALONG SAID NORTH LINE, 75.46 FEET TO THE EAST LINE OF A HIGHWAY EASEMENT DESCRIBED UNDER RECORDING NUMBER 3107915, RECORDS OF KING COUNTY, WASHINGTON;

THENCE SOUTH 03° 57' 35" WEST ALONG SAID EAST LINE, 66.05 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 2,872 SQUARE FEET, MORE OR LESS.

TOTAL PERMANENT EASEMENT AREA CONTAINING 7,892 SQUARE FEET, MORE OR LESS.

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Page 1 of 2
KPG
TACOMA SEATTLE

Parcel No. 182305-9208

**EXHIBIT "B" – Page 2
RIGHT OF WAY LEGAL DESCRIPTION
PARCEL NO. 182305-9208
PERMANENT EASEMENT**

TRACT:
(PER PACIFIC NORTHWEST TITLE COMPANY ORDER NO. 655446. DATED APRIL 27, 2010)

PARCEL A:

THAT PORTION OF THE CITY OF SEATTLE CEDAR RIVER PIPELINE RIGHT-OF-WAY LYING WITHIN SECTION 18, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, CONDEMNED PURSUANT TO DECREE ENTERED IN SUPERIOR COURT CAUSE NUMBER 25333, AS AMENDED BY DEEDS RECORDED UNDER RECORDING NUMBERS 308597 AND 308649 AND ORDINANCE 11127 OF THE CITY OF SEATTLE;

EXCEPT THAT PORTION LYING WITHIN MOTOR LINE ADDITION TO RENTON, WASH., ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 50;

AND EXCEPT THAT PORTION, IF ANY, LYING WITHIN BURNETT AVENUE SOUTH AND SOUTH THIRD STREET;

AND EXCEPT THAT PORTION OF THE HENRY H. TOBIN DONATION LAND CLAIM, LYING BETWEEN THE FOLLOWING DESCRIBED LINES 1 AND 2:

LINE 1:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, BLOCK 1, MOTOR LINE ADDITION TO RENTON, WASH., ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 50;
THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2, BLOCK 1, AND SAID LINE EXTENDED, TO THE SOUTHEAST CORNER OF LOT 18, BLOCK 2 OF SAID ADDITION AND THE TERMINUS OF LINE DESCRIPTION.

LINE 2:
BEGINNING AT A POINT 430.78 FEET SOUTH AND 228.58 FEET WEST OF THE QUARTER SECTION CORNER BETWEEN SECTIONS 17 AND 18, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;
THENCE NORTH 0°03.25' EAST 18.74 FEET TO THE TRUE POINT OF BEGINNING OF LINE DESCRIPTION;
THENCE NORTH 78°01.5' WEST 426.31 FEET TO A POINT ON THE WEST LINE OF MOTOR LINE ADDITION TO RENTON, WASH., ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 50, AND THE TERMINUS OF LINE DESCRIPTION.

PARCEL B:

LOTS 2 THROUGH 7, INCLUSIVE, BLOCK 1, CROSBY HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22, PAGE 34, IN KING COUNTY, WASHINGTON.

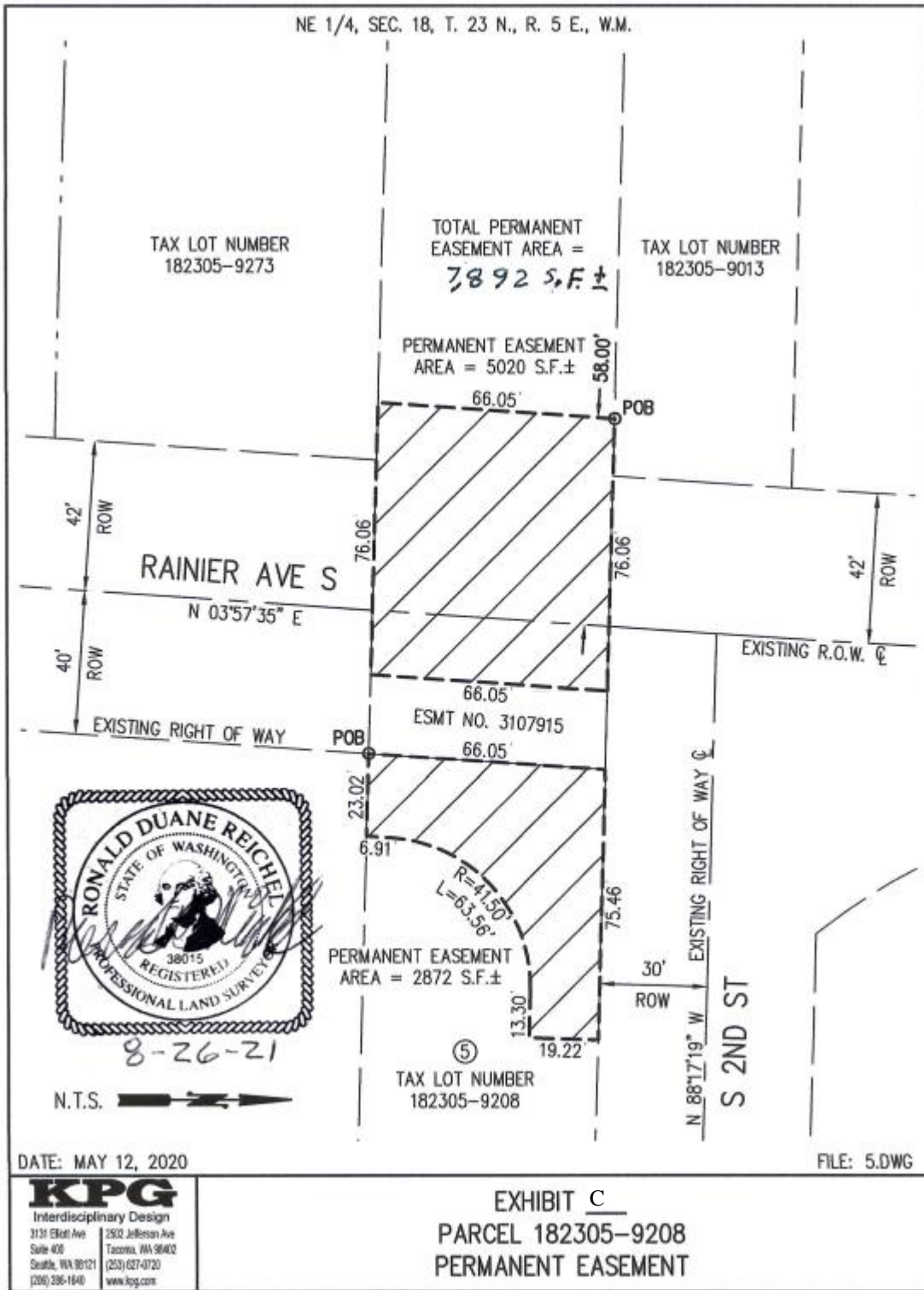


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Page 2 of 2
KPG
TACOMA-SEATTLE

Parcel No. 182305-9208

EXHIBIT "C" GRAPHIC DEPICTION



SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Public Utilities	Bob Gambill 4-5969 or 425-244-5967	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; declaring certain real property rights as being surplus to the City’s municipal utility needs; granting easements to the City of Renton, for public roadway, Renton-owned utilities, storm drainage, and devices for traffic control purposes, for the improvement of Rainier Avenue South, over, under and across a portion of City's Cedar River Pipeline right of way, in the East ½ Section 18, Township 23 North, Range 5 East, W.M., in King County, Washington.

Summary and Background of the Legislation:

Rainier Avenue South in the City of Renton crosses the City of Seattle’s Cedar River Pipeline right of way located adjacent to and south of the intersection of Rainier Avenue South and South 2nd Street. A portion of Rainier Avenue South crosses the right of way without the benefit of an easement. In addition, proposed traffic improvements would require additional easement area within the Cedar River Pipeline right of way.

This legislation would authorize the GM/CEO of Seattle Public Utilities to grant a non-exclusive easement across the City of Seattle’s Cedar River Pipeline right of way to the City of Renton for the improvement of Rainier Avenue South.

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 City would receive \$454,600 as payment for granting Permanent and Temporary Easements.

Are there financial costs or other impacts of *not* implementing the legislation?

The City of Seattle would not receive \$454,600. Without the easements authorized by this legislation, the City of Renton would be prevented from receiving Right of Way Certification

from the Federal government because Renton would be unable to complete a proposed traffic improvement project, requiring it to reimburse federal dollars for portions already completed.

3.a. Appropriations

This legislation adds, changes, or deletes appropriations.

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	2022 Revenue	2023 Estimated Revenue
43000 Water Fund	SPU	City of Renton	\$454,600	
TOTAL			\$454,600	

Is this change one-time or ongoing?

This is a one-time payment.

3.c. Positions

This legislation adds, changes, or deletes positions.

4. OTHER IMPLICATIONS

- a. **Does this legislation affect any departments besides the originating department?**
No
- b. **Is a public hearing required for this legislation?**
Yes. This requirement would be fulfilled at the Council committee meeting
- 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?**
Yes. See Attachment 3.
- 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 is a City of Renton Transportation Improvement Project solely within the City of Renton.

f. Climate Change Implications

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

Unknown. This is a City of Renton transportation improvement project solely within the City of Renton.

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.

This is a City of Renton transportation improvement project solely within the City of Renton.

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)?

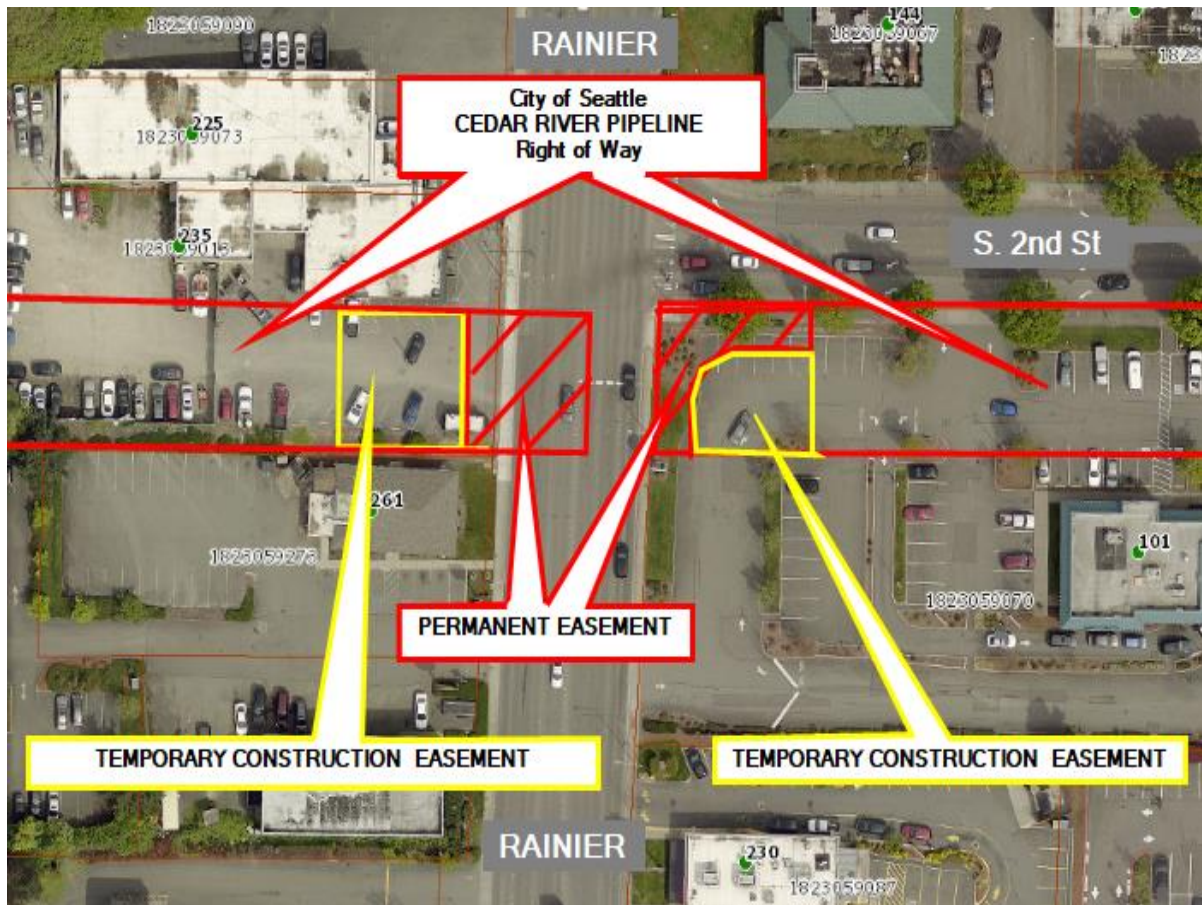
No new initiative or major programmatic expansion.

Summary Attachments:

Summary Attachment 1 – Map of Easement Location

Summary Attachment 1: EASEMENT LOCATION MAP- Renton

Intersection of Rainier Avenue So. and the City of Seattle Cedar River Pipeline Right of Way



This map is intended for illustrative or informational purposes only and is not intended to modify anything in the legislation.