SEATTLE CITY COUNCIL

Full Council Meeting

Agenda

Monday, February 9, 2015

2:00 PM

Council Chamber, City Hall
600 Fourth Avenue
Seattle, WA 98104

Tim Burgess, Council President
Sally Bagshaw
Sally Clark
Jean Godden
Bruce Harrell
Nick Licata
Mike O'Brien
Tom Rasmussen
Kshama Sawant

Chair Info: 206-684-8806; tim.burgess@seattle.gov

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February 9, 2015 - 2:00 PM

Meeting Location:
Council Chamber, City Hall, 600 Fourth Avenue, Seattle, WA 98104

City Council Website:
http://www.seattle.gov/council/

A. CALL TO ORDER

B. ROLL CALL

C. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR

Introduction and referral to Council committees of Council Bills (C.B.), Resolutions (Res), and Clerk Files (C.F.) for committee recommendation.

IRC 1 February 9, 2015 Introduction and Referral Calendar

Attachments: February 9, 2015 Introduction and Referral Calendar

D. APPROVAL OF THE AGENDA

E. APPROVAL OF THE JOURNAL

F. PRESENTATIONS

G. PUBLIC COMMENT

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

H. PAYMENT OF BILLS

(These are the only Bills which the City Charter allows to be introduced and passed on the same day.)

CB 118326 AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

I. COMMITTEE REPORTS

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

FULL COUNCIL

1. Res 31566 A RESOLUTION adopting Statements of Legislative Intent (SLIs) for the 2015 Adopted Budget, the 2016 Endorsed Budget and 2015-2020 Adopted Capital Improvement Program (CIP).

Attachments: Res 31566 Att A: 2015 Statements of Legislative Intent

Supporting Documents: Res 31566: Fiscal Note

Resolution 31566 was Introduced and Referred to the Full Council on February 2, 2015.

PLANNING, LAND USE, AND SUSTAINABILITY COMMITTEE

2. Res 31567 A RESOLUTION related to the Duwamish Waterway Cleanup and the health of communities adjacent to the Lower Duwamish Waterway.

The Committee recommends that Full Council adopt the Resolution (Res).
In Favor:4 - O'Brien, Burgess, Licata, Harrell
Opposed:0

Supporting Documents: Res 31567: Fiscal Note

3. CF 314113

Council land use action to allow an approximately 5,000 s.f. accessory storage building to Fire Station 28, located at 5968 Rainier Avenue South, in an environmentally critical area (Project No. 3018085, Type V).

The Committee recommends that Full Council approve the Clerk File (CF).
In Favor:3 - O'Brien, Burgess, Licata
Opposed:0

Attachments: CF 314113: DPD Recommendation
CF 314113: Findings, Conclusions, and Decision of the Council

EDUCATION AND GOVERNANCE COMMITTEE

4. CB 118323

AN ORDINANCE relating to the oath of office for Municipal Court judge; amending Seattle Municipal Code 3.33.120.

The Committee recommends that Full Council pass the Council Bill (CB).
In Favor:3 - Burgess, Bagshaw, Clark
Opposed:0

Supporting Documents: CB 118323: Fiscal Note

5. CF 314251

Reappointment of Jennifer A. Greenlee as Executive Director of the Civil Service Commission and of the Public Safety Civil Service Commission, for a term of confirmation to February 14, 2018.

The Committee recommends that Full Council confirm the Appointment.
In Favor:3 - Burgess, Bagshaw, Clark
Opposed:0

Attachments: CF 314251: Notice of Appointment
CF 314251: Reappointment Letter
CF 314251: Resume

HOUSING AFFORDABILITY, HUMAN SERVICES AND ECONOMIC RESILIENCY

6. CF 314218 Appointment of Alice Shobe as member, Housing Levy Oversight Committee, for a term of confirmation to December 31, 2016.

The Committee recommends that Full Council confirm the Appointment.
In Favor:2 - Clark, Rasmussen
Opposed:0

Attachments: CF 314218: Appointment Packet

7. CF 314237 Reappointment of Michael E. Heinisch as member, Pacific Hospital Preservation and Development Authority Governing Council, for a term of confirmation to December 31, 2017.

The Committee recommends that Full Council confirm the Appointment.
In Favor:1 - Clark
Opposed:0

Attachments: CF 314237: Appointment Packet

8. CF 314241 Appointment of Doris W. Koo as member, Pacific Hospital Preservation and Development Authority Governing Council, for a term of confirmation to December 31, 2017.

The Committee recommends that Full Council confirm the Appointment.
In Favor:1 - Clark
Opposed:0

Attachments: CF 314241: Appointment Packet

9. CF 314242 Appointment of Eleanor J. Menzies as member, Pacific Hospital Preservation and Development Authority Governing Council, for a term of confirmation to December 31, 2016.

The Committee recommends that Full Council confirm the Appointment.
In Favor:1 - Clark
Opposed:0

Attachments: CF 314242: Appointment Packet

10. CF 314243 Appointment of Richard Nafziger as member, Pacific Hospital Preservation and Development Authority Governing Council, for a term of confirmation to December 31, 2017.

The Committee recommends that Full Council confirm the Appointment.
In Favor:1 - Clark
Opposed:0

Attachments: CF 314243: Appointment Packet

11. CF 314249 Reappointment of Johnny Bianchi as member, Seattle Investment Fund LLC Advisory Board, for a term of confirmation to December 31, 2017.

The Committee recommends that Full Council confirm the Appointment.
In Favor:1 - Clark
Opposed:0

Attachments: CF 314249: Appointment Packet

12. CF 314250 Reappointment of Shaiza Damji as member, Seattle Investment Fund LLC Advisory Board, for a term of confirmation to December 31, 2017.

The Committee recommends that Full Council confirm the Appointment.
In Favor:1 - Clark
Opposed:0

Attachments: CF 314250: Appointment Packet

PARKS, SEATTLE CENTER, LIBRARIES AND GENDER PAY EQUITY COMMITTEE

13. CB 118320

AN ORDINANCE relating to the Department of Parks and Recreation and the City Light Department; authorizing the acceptance of a donation of real property in the Yesler Terrace neighborhood from the Housing Authority of the City of Seattle for open space, park, and recreation purposes; declaring certain real property rights surplus to the needs of the City Light Department; authorizing the partial release of a City Light easement that affects property in the Yesler Terrace neighborhood, including the property to be donated; reallocating funding from the Acquisition Category Inflation Adjustment to the Opportunity Fund Category of the 2008 Parks and Green Spaces Levy; increasing appropriations to the Department of Parks and Recreation in the 2015 Adopted Budget; amending the 2015-2020 Adopted Capital Improvement Program; all by a three-fourths vote of the City Council.

The Committee recommends that Full Council pass the Council Bill (CB).
In Favor:3 - Godden, Harrell, Rasmussen
Opposed:0

Attachments:
Full Text CB 118320: Yesler Terrace Nbrhd Park
CB 118320: Att 1 Land Transfer Agreement
CB 118320: Att 2 Partial Release of Easement
CB 118320: Att 3 Neighborhood Park Development

Supporting Documents:
CB 118320: Fiscal Note
CB 118320: Fiscal Note Att 1 Map of Proposed Yesler Terrace Park

14. CB 118321

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing execution of an agreement with Seattle School District providing for the exchange of City-owned property at Garfield Playfield for District-owned property adjacent to the Rainier Beach Community Center; authorizing execution, acceptance and recording of Quitclaim Deeds and easements necessary for the development of the properties; authorizing execution of a lease for the Garfield Teen Life Center within Garfield High School; superseding Ordinance 118477, which adopted Initiative 42, for the purposes of this ordinance; and ratifying and confirming prior acts.

The Committee recommends that Full Council pass the Council Bill (CB).
In Favor:3 - Godden, Harrell, Rasmussen
Opposed:0

Attachments: CB 118321: Att 1 Property Exchange Agreement

Supporting Documents:
CB 118321: Fiscal Note
CB 118321: Fiscal Note Att A
CB 118321: Fiscal Note Att B
CB 118321: Fiscal Note Att C

PUBLIC SAFETY, CIVIL RIGHTS, AND TECHNOLOGY COMMITTEE

15. CB 118309

AN ORDINANCE relating to the Seattle Fire Code Advisory Board; revising the designated member representation of the Seattle Fire Code Advisory Board to include representatives of the services industry, major institutions, and the Fire Fighters and Fire Chiefs labor unions; creating a new Subchapter V in Chapter 3.16 of the Seattle Municipal Code consisting of new Sections 3.16.300, 3.16.310, 3.16.320, 3.16.330, 3.16.340, 3.16.350 and 3.16.360; all by amending Ordinance 119799.

The Committee recommends that Full Council pass the Council Bill (CB)
In Favor:3 - Harrell, Licata, Bagshaw
Opposed:0

Supporting Documents: CB 118309: Fiscal Note

J. ADOPTION OF OTHER RESOLUTIONS

K. OTHER BUSINESS

L. ADJOURNMENT

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104

Legislation Details (With Text)

File #:	IRC 1	**Version:**	1	**Name:**	
Type:	Introduction & Referral Calendar (IRC)			**Status:**	Full Council Agenda Ready
				In control:	City Clerk
				Final action:	
Enactment date:				**Yes**	
Title:	February 9, 2015 Introduction and Referral Calendar				
Sponsors:					
Indexes:					
Attachments:	February 9, 2015 Introduction and Referral Calendar				

Date	Ver.	Action By	Action	Result

February 9, 2015 Introduction and Referral Calendar

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SEATTLE CITY COUNCIL

February 09, 2015

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
By: Licata		
1. CB 118326	AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.	Full Council
By: No Sponsor Required		
2. CF 314274	Full unit lot subdivision application of Gerard Lacaille to subdivide three development sites into eighteen unit lots at 2646 SW Holden St (Project No. 3018840/Type III).	Full Council
By: Sawant		
3. CB 118330	AN ORDINANCE relating to the City Light Department; amending Ordinance 123256 to clarify the role of and support for the City Light Review Panel.	Energy Committee
By: Sawant		
4. Res 31568	A RESOLUTION establishing a 5-year budget review process and approving the proposed budget framework of the Skagit Environmental Endowment Commission for its fiscal years 2015 through 2018.	Energy Committee
By: O'Brien		
5. CB 118327	AN ORDINANCE relating to land use and zoning, amending the SDOT Street Use Fee Schedule for installing, maintaining, or removing awnings or marquees, amending Attachment A to Ordinance No. 123477; amending the Official Land Use Map (Chapter 23.32) to rezone certain land in 39 neighborhood-commercial zones to add the "P" suffix for new and expanded pedestrian-designated areas; amending the development standards for areas with pedestrian designations, and Sections 23.41.012, 23.47A.005, 23.47A.008, 23.47A.013, Map Book A of Chapter 23.47A, 23.54.015, and 23.54.020 of the Seattle Municipal Code.	Planning, Land Use, and Sustainability Committee

By: Rasmussen

6.	CB 118328	AN ORDINANCE authorizing execution of an amendment to the May 9, 2011 Interlocal Agreement between the City of Seattle, Washington, and the Seattle Transportation Benefit District to implement STBD Proposition 1; and ratifying and confirming certain prior acts.	Transportation Committee

By: Rasmussen

7.	Appt 00001	Appointment of Jennifer McIntyre Cole as member, Seattle School Traffic Safety Committee, for a term of confirmation to March 31, 2017.	Transportation Committee

By: Rasmussen

8.	Appt 00002	Appointment of Lorena P. Kaplan as member, Seattle School Traffic Safety Committee, for a term of confirmation to March 31, 2017.	Transportation Committee

By: Rasmussen

9.	Appt 00003	Appointment of Elaine Albertson as member, Seattle School Traffic Safety Committee, for a term of confirmation to March 31, 2017.	Transportation Committee

Legislation Details (With Text)

File #:	CB 118326	**Version:**	1	**Name:**	
Type:	Council Bill (CB)			**Status:**	Full Council Agenda Ready
				In control:	Full Council
				Final action:	
Enactment date:				**Yes**	
Title:	AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.				
Sponsors:	Nick Licata				
Indexes:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Payment of the sum of $28,196,413.64 on Summit mechanical warrants numbered 4002453908 - 4002456881 plus manual or cancellation issues for claims, E- Payables of $144,143.69 on Summit 9000019174 - 9000019238 and Electronic Financial Transactions (EFT) in the amount of $46,796,579.17 are presented for ratification by the City Council per Chapter RCW 42.24.180.

Section 2. Payment of the sum of $39,079,830.53 on City General Salary Fund mechanical warrants numbered 51224296 - 51224893 plus manual warrants, agencies warrants, and direct deposits numbered 60001 - 71600 representing Gross Payrolls for payroll ending date Jan. 27, 2015 as detailed in the Payroll Summary Report for claims against the City which were audited by the Auditing Committee and reported by said committee to the City Council Feb. 5, 2015 consistent with appropriations heretofore made for such purpose from the appropriate Funds, is hereby approved.

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

Section 4. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the __9th__ day of _____Jan._____, 2015, and signed by me in open session in authentication of its passage this
_9th____ day of _____Jan._____, 2015.

_____

President _____of the City Council

Approved by me this ____ day of _____, 2015.

_____

Edward B. Murray, Mayor

Filed by me this ____ day of _____, 2015.

_____

Monica Martinez Simmons, City Clerk

(Seal)

Legislation Details (With Text)

File #:	Res 31566	**Version:**	1	**Name:**	
Type:	Resolution (Res)			**Status:**	Full Council Agenda Ready
				In control:	Full Council
				Final action:	
Enactment date:				**Yes**	

Title: A RESOLUTION adopting Statements of Legislative Intent (SLIs) for the 2015 Adopted Budget, the 2016 Endorsed Budget and 2015-2020 Adopted Capital Improvement Program (CIP).

Sponsors: Nick Licata

Indexes:

Attachments: Res 31566 Att A: 2015 Statements of Legislative Intent
Res 31566: Fiscal Note

Date	Ver.	Action By	Action	Result
2/2/2015	1	Full Council	referred	

CITY OF SEATTLE

RESOLUTION _____

A RESOLUTION adopting Statements of Legislative Intent (SLIs) for the 2015 Adopted Budget, the 2016 Endorsed Budget and 2015-2020 Adopted Capital Improvement Program (CIP).

WHEREAS, the City Council of the City of Seattle has reviewed the 2015-2016 Proposed Budget and 2015-2020 Proposed CIP; and

WHEREAS, the City Council adopted a budget and capital improvement program for 2015 through Ordinance 118253, and endorsed a budget for 2016 through Resolution 31554 ; and

WHEREAS, in order to indicate the intent of the City Council in adopting the 2015 Budget and 2015-2020 CIP and endorsing the 2016 Budget, the Council developed the attached SLIs; and

WHEREAS, the City Council adopted and filed Clerk File 314098, which contains preliminary versions of SLIs for the 2015 Adopted Budget, the 2016 Endorsed Budget and 2015-2020 Adopted CIP; and

WHEREAS, Clerk File No. 314098 states that in the case of a conflict between the version of a SLI in the Clerk File and the one adopted in this Resolution, the latter controls;
NOW, THEREFORE,

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

Section 1. The Council adopts the Statements of Legislative Intent for the 2015 Adopted Budget, the 2016 Endorsed Budget and the 2015-2020 Adopted Capital Improvement Program, contained in Attachment #A (2015 Statements of Legislative Intent by Council Committee) to this resolution.

Adopted by the City Council the ____ day of _____, 2015, and signed by me in open session in authentication of its adoption this_____ day of _____, 2015.

_____

President _____of the City Council

THE MAYOR CONCURRING:

_____

Edward B. Murray, Mayor

Filed by me this ____ day of _____, 2015.

_____

Monica Martinez Simmons, City Clerk

(Seal)

ATTACHMENT:

A. 2015 Statements of Legislative Intent by Council Committee

ATTACHMENT A
2015 STATEMENTS OF LEGISLATIVE INTENT (SLI) BY COUNCIL COMMITTEE

Section 1: Summary List of SLIs

No.	SLI No.	TITLE	RESPONSE DUE DATE(S)
BUDGET COMMITTEE:			
1.	120-2-A-1	General Sub-fund revenue update and proposed plan to address underspend.	3/31/2015 9/30/2015
COUNCIL BRIEFING:			
2.	75-2-A-2	Reports on the Domestic Violence Response Center (DVRC).	3/30/2015 8/31/2015
HOUSING AFFORDABILITY, HUMAN SERVICES and ECONOMIC RESILIENCY COMMITTTEE			
3.	21-1-A-1	Development of an Affordable Housing Preservation Program.	3/31/2015
4.	56-1-A-2	Report by HSD and CBO on the cost to maintain existing human service delivery in light of minimum wage progression, including alternatives and assessment of capacity building for non-profit providers.	6/1/2015 9/1/2015
5.	69-1-A-1	Report by HSD on actions to respond to the findings of the Washington State Auditor's Office.	6/1/2015
6.	73-1-A-1	Locker Program for People Experiencing Homelessness.	6/30/2015
7.	80-1-A-1	Assessment of City owned Property for Host Locations for Shelters.	6/30/2015
8.	130-1-A-2	Investigate a capital project and bond sale to build housing.	4/1/2015
FINANCE AND CULTURE COMMITTEE:			
9.	33-1-A-1	Four-Year Plan to Increase the Balance of OAC's Arts Account Operating Reserve.	7/1/2015
10.	132-1-A-2	Investigate progressive measures like a "millionaire's tax" in Seattle.	4/1/2015
PARKS, SEATTLE CENTER, LIBRARY AND GENDER PAY EQUITY COMMITTEE:			
11.	47-2-A-2	Develop guidelines and recommendations concerning the Open Space Opportunity Fund.	7/31/2015
12.	54-1-A-2	Lake City Community Center Improvements.	6/1/2015
PLANNING, LAND USE and SUSTAINABILITY COMMITTEE			
13.	28-1-A-1	DPD Planning division work program development and reporting.	3/31/2015 6/30/2015 9/30/2015 12/31/2015
14.	41-1-A-2	Prepare legislation to increase penalties and remedies for violations of Seattle's labor laws.	4/1/2015
PUBLIC SAFETY, CIVIL RIGHTS, and TECHNOLOGY COMMITTEE			
15.	89-3-A-1	Requesting the Seattle Police Department to regularly report to Council on hiring, staffing, and overtime.	3/31/2015 6/30/2015 9/30/2015 12/31/2015
TRANSPORTATION COMMITTEE			
16.	101-2-A-2	Heavy Haul Corridor Implementation.	4/3/2015

Section 2: Statements of Legislative Intent

BUDGET COMMITTEE:

1. 2015 - 2016 Seattle City Council Statement of Legislative Intent

Approved

Tab	Action	Option	Version
120	2	A	1

Budget Action Title: General Sub-fund revenue update and proposed plan to address underspend

Councilmembers: Budget Committee

Staff Analyst: Rebecca Herzfeld

Budget Committee Vote:

Date	Result	SB	BH	SC	TR	NL	TB	JG	MO	KS
11/14/2014	**Pass 9-**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**

Statement of Legislative Intent:

In Green Sheet 120-1-A, the Council took several steps to eliminate the General Subfund (GSF) underspend assumed in the 2015 and 2016 proposed budgets. To follow up on these steps, Council requests that the Mayor provide the Council with the following:
1. A financial update that includes a full accounting of the actual 2014 GSF year-end fund balance and an update of 2015-2016 General Subfund revenue projections;
2. A proposed plan detailing how the Mayor will address the $5.4 million cut in GSF appropriations to the departments that receive the largest amounts of GSF. The Council determined that this interim cut was necessary to eliminate the underspend in the proposed 2015 budget. The Mayor's plan should indicate whether the Mayor intends to follow the interim across-the-board cuts to GSF funding or some other distribution among departments and Budget Control Levels;
3. The final GSF underspend targets for GSF departments that the Mayor is requesting for 2015; and
4. A proposed budget for 2016 that does not assume a GSF underspend.

Responsible Council Committee(s): Budget
Date Due to Council: Items 1, 2, and 3: March 31, 2015**,** Item 4: September 30, 2015

COUNCIL BRIEFING:

2. 2015 - 2016 Seattle City Council Statement of Legislative Intent

Approved

Tab	Action	Option	Version
75	2	A	2

Budget Action Title: Reports on the Domestic Violence Response Center (DVRC)

Councilmembers: Clark; Godden; Harrell

Staff Analyst: Mark Baird; Jennifer Samuels

Budget Committee Vote:

Date	Result	SB	BH	SC	TR	NL	TB	JG	MO	KS
11/14/2014	**Pass 9-**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**

Statement of Legislative Intent:

This Statement of Legislative Intent (SLI) requests that the Human Services Department (HSD), in coordination with the Seattle Police Department (SPD), and Law Department (LAW), update the City Council on the implementation of its Domestic Violence Response Center (DVRC) strategic plan and identify investments for 2015 and 2016.

Background:

Entities from the City of Seattle and King County who are involved with various aspects of domestic violence response came together to explore options for a center to help victims. These law enforcement agencies, City Attorney's Office, Prosecutor's Office, and advocate partners formed a leadership team and with help of the Seattle Police Foundation commissioned a feasibility study. From there, the team began to construct a strategic plan for making a resource center a reality.

The Seattle Domestic Violence Response Center (DVRC) Leadership Team proposes to finalize a strategic planning process, and develop an implementation plan for a DVRC in Seattle using a "family justice center 2.0" approach. This approach involves the co-location of a multi-disciplinary team of professionals who work together to provide coordinated services to victims of family violence. The basic partners include police officers, prosecutors, civil legal service providers, and community-based advocates. The concept is to provide one location where victims can go to talk to an advocate, plan for their safety, communicate with a police officer, meet with a prosecutor, get medical assistance, and receive information on things like shelter and transportation. It will involve creative forms of collaboration and capacity building that moves beyond a major reliance on physical co-location. A two-pronged approach would include:

(1) Building upon the "initial co-location" scenario proposed in the feasibility analysis (focusing on co-locating various components of the criminal-legal system -- including County and City programs that intersect around Seattle DV cases) and

(2) Increasing the capacity of related programs and services such as mobile or community-based domestic violence advocacy services. These advocates go to victims rather than have victims come to a location for advocacy and help with services.

A key component of the project is to realize greater overall capacity to serve victims and families, including utilization of advocates at multiple locations based on the needs of the victim. The DVRC would also explore the use of technology, such as secure video conferencing, to leverage existing resources and communicate with victims who are unable to visit the DVRC in person and for victims at the DVRC to communicate with offsite partners.

The City Council requests that HSD take a lead role in developing an inter-departmental response to Council and submit two written summaries detailing progress toward implementing the DVRC strategic plan to the City Council at a full Council Briefing. The first summary is due no later than March 30, 2015. The second summary is due no later than August 31, 2015. This report should include details of the planned investment by HSD, SPD, and LAW for the DVRC.

Responsible Council Committee(s): Council Briefing
Date Due to Council: 3/30/2015; 8/31/2015

HOUSING AFFORDABILITY, HUMAN SERVICES and ECONOMIC RESILIENCY COMMITTTEE

3. 2015 - 2016 Seattle City Council Statement of Legislative Intent

Approved

Tab	Action	Option	Version
21	1	A	1

Budget Action Title: Development of an Affordable Housing Preservation Program

Councilmembers: Bagshaw; Burgess; Clark

Staff Analyst: Traci Ratzliff

Budget Committee Vote:

Date	Result	SB	BH	SC	TR	NL	TB	JG	MO	KS
11/14/2014	**Pass 9-**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**

Statement of Legislative Intent:

In response to the growing loss of affordable rental housing units in Seattle, the City Council desires that the City develop a comprehensive program to preserve both subsidized and non-subsidized units that are affordable to households at or below 80% of area median income.
Office of Housing staff currently tracks potentially expiring subsidized units, but the effort should also explore feasibility of expanding City efforts to include non-subsidized units affordable to lower-income households. Therefore, the Council requests that the Executive develop an Affordable Housing Preservation (AHP) program. The goal of this program is to preserve rental housing units affordable to households with incomes at below 80% of area median income that could be lost as "affordable" due to: termination or expiration of a governmental funding contract, sale to a new owner, redevelopment by the existing owner, or other actions. Affordable rental housing includes those units that have received federal, state, and/or local subsidies or land use concessions that include rental rate restrictions, as well as market rate housing that is affordable to households at or below 80% of median income.

Elements of an Affordable Housing Preservation program could include:

- Enforcement of contract or subsidy termination notice requirements;
- Monitoring housing projects with contracts or subsidies that are expiring or could be terminated;
- Conducting outreach to property owners, tenants and stakeholders; and
- Facilitating property transactions that preserve affordable units.

The Executive is requested to submit an AHP program plan to the Housing Affordability and Livability Agenda Advisory Committee established in Resolution 31546, no later than March 31, 2015. The Council's Committee on Housing Affordability, Human Services and Economic Resiliency will consider recommendations from the advisory committee in the latter half of 2015.

Responsible Council Committee(s): Housing Affordability, Human Services, and Economic Resiliency
Date Due to Council: 3/31/2015

4. 2015 - 2016 Seattle City Council Statement of Legislative Intent

Approved

Tab	Action	Option	Version
56	1	A	2

Budget Action Title: Report by HSD and CBO on the cost to maintain existing human service delivery in light of minimum wage progression, including alternatives and assessment of capacity building for non-profit providers.

Councilmembers: Burgess; Clark; O'Brien

Staff Analyst: Ketil Freeman

Budget Committee Vote:

Date	Result	SB	BH	SC	TR	NL	TB	JG	MO	KS
11/14/2014	**Pass 9-**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**

Statement of Legislative Intent:

The Council requests that the Human Services Department (HSD) and the City Budget Office report to the Council on the cost to maintain current City-funded human services delivery levels with the increased minimum wage. The report should be delivered to Council in two phases.
The first phase report, delivered by June 1, 2015, should quantify the impact of the minimum wage increase on City-funded human services providers, assuming current levels of human service delivery. The Executive is encouraged to complete this work in the context of continued development of HSD's "Outcomes Framework;" the need to prioritize City investments given revenue challenges and declining regional, state and federal revenues for human services; as well as recognition that Seattle alone cannot shoulder the full impacts of minimum wage increases on human services providers. At a minimum this report should include the following:

- An inventory of HSD contracts including services and funding levels, by Human Services Strategic Investment Plan (SIP) program; and
- A quantification by SIP program of the incremental budget increase that would be necessary to maintain existing services with scheduled minimum wage increases in 2016, 2017, and 2018.

The purpose of this first phase analysis is for the City and other funders to understand the cost impacts of the increased minimum wage and any changes in services provided. It is anticipated that this analysis would be done in partnership with human services providers. Data is needed from the providers in order to accurately estimate the cost to maintain existing services.
The second phase report, delivered by September 1, 2015, should examine the broader landscape of human services provision and stability given scheduled minimum wage increases and the changing priorities of other funders. At a minimum this report should include the following:

- An analysis and prioritization of potential service reductions in 2016, if funding levels are not increased to mitigate the impact to current City-funded human services providers of minimum wage increases;
- An analysis by SIP program of how service delivery and contract costs could change based on implementation of the results-based accountability "Outcomes Framework;"
- An analysis of how service delivery and contract costs could change based on the performance-based budgeting, which the Mayor has indicated will inform HSD's proposed budget for 2016; and
- An assessment, based on consultation with other public funders and private philanthropic organizations and entities with expertise in non-profit management and finance, of potential programs, such as capacity building and development of new business models, to help human services providers adapt to the shifting revenue climate.

Both reports should be informed by interviews and information gathered from Schedule 1 and Schedule 2 employers who are current human services providers to the City. The second report should make recommendations for further action to strengthen Seattle's human service providers.

Background:

In June the Council passed Ordinance 124490, which establishes a new hourly minimum wage and minimum compensation for most employers with employees that work in Seattle. Ordinance 124490 sets out a schedule for minimum wage increases that begins on April 1, 2015. There are no exceptions to minimum wage requirements for non-profit employers. For the biennium, the required minimum wage or minimum compensation, whichever is higher, is shown in the table below.

	Beginning April 1, 2015	Beginning January 1, 2016
Schedule 1: Employers with More than 500 Employees	$11 / hour	$13 / hour*
Schedule 2: Employers with 500 or Fewer Employees	$11 / hour	$12 / hour

*Large employers that provide healthcare are given a $.50 credit in 2016.

Many non-profit human services providers that contract with the City currently pay some of their employees less than the required minimum wage that will be applicable on April 1, 2015. Consequently, many of these providers will struggle to maintain delivery of services at current levels, which is driven for most by staffing costs, without increased revenue to maintain staffing levels.

Over the biennium the cost of City contracts for maintaining current human service delivery levels will rise because of the increased minimum wage. In anticipations of this, as a companion piece of legislation to Ordinance 124490 the Council also adopted Resolution 31542. Resolution 31542 requests that the Mayor submit a plan that, "address[es] steps the City should take to ensure human services providers and others with City contracts will be able to meet policy and service objectives while also meeting the new wage schedules." Such a plan was not submitted to Council.

In addition, the proposed 2015 City budget and contemplated Council changes to the proposed budget include several “backfill” items; adds to previous spending to make up for funding losses to critical services. These reductions have stemmed from changes in funding by federal, state and private funders. The City will not be able to fill these gaps on an ongoing basis.

Wage changes and seemingly permanent changes in the funding environment indicate structural pressures the City and providers should address in order to ensure long-term service provision to those in need.

Responsible Council Committee(s): Housing Affordability, Human Services, and Economic Resiliency
Date Due to Council: 6/1/2015 (Phase 1 Report); 9/1/2015 (Phase 2 Report)

5. 2015 - 2016 Seattle City Council Statement of Legislative Intent

Approved

Tab	Action	Option	Version
69	1	A	1

Budget Action Title: Report by HSD on actions to respond to the findings of the Washington State Auditor's Office.

Councilmembers: Burgess; Clark; Licata

Staff Analyst: Ketil Freeman

Budget Committee Vote:

Date	Result	SB	BH	SC	TR	NL	TB	JG	MO	KS
11/14/2014	**Pass 9-**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**

Statement of Legislative Intent:

The Council requests that the Human Services Department (HSD) report to the Council on progress towards completing short-term and long-term action steps to address the findings of the Washington State Auditor's Office (Auditor) in the *Federal Single Audit Report for the City of Seattle* published on September 30, 2014.

The report should detail steps implemented to address audit findings and any potential one-time or ongoing costs that may be associated with long-term action steps, such as costs associated with separation of job functions and reassignment of staff.

Background:

On September 30, 2014 the Auditor released audit findings for 2013 related to how HSD administers federal grant funding from a variety of sources including the Supportive Housing Program, the Continuum of Care Program, and the Community Development Block Grant Program. The Auditor found that inadequate contracting controls at the Human Services Department (HSD) led to reimbursement of approximately $2.6M of questioned costs.

Among other things the Auditor recommended 1) separating grant making and contract administration functions into two positions and 2) assigning contract administration responsibilities by contractor rather than by HSD division. HSD has undertaken some immediate steps to respond to the audit findings. Additionally, in 2015 HSD will undertake further long-term action steps to respond to the findings including increasing separations in job functions. These steps may come with increased administrative costs. Long-term action steps include, but are not limited to:

- Developing and implementing a new monitoring practice for contracting compliance and quality control;

- Developing and implementing a strategy for continued separation of contracting job functions;
- Working with the Department of Human Resources to examine current job classifications; and
- Developing and implementing a plan to increase internal fiscal / compliance monitoring and oversight.

The Council has an ongoing interest in ensuring that reimbursement for human service provider costs are for eligible services and activities that benefit the target population for the service.

Responsible Council Committee(s): Housing Affordability, Human Services, and Economic Resiliency
Date Due to Council: 6/1/2015

6. **2015 - 2016 Seattle City Council Statement of Legislative Intent**

Approved

Tab	Action	Option	Version
73	1	A	1

Budget Action Title: Locker Program for People Experiencing Homelessness

Councilmembers: Bagshaw; Clark; Harrell; O'Brien

Staff Analyst: Eric McConaghy; Lilly Rehrmann

Budget Committee Vote:

Date	Result	SB	BH	SC	TR	NL	TB	JG	MO	KS
11/14/2014	**Pass 9-**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**

Statement of Legislative Intent:

This Statement of Legislative Intent requests that the Human Services Department (HSD) provide a report to the Committee for Housing Affordability, Human Services and Economic Resiliency (CHAHSER) outlining a strategy for the safe storage of unsheltered people's belongings in Seattle. This report should include:

- A needs assessment for this storage program;
- Current City of Seattle funding for storage programs that meet this need;
- Alignment between a "safe storage program," with other City of Seattle investments; and
- A proposed implementation plan that includes staffing, oversight, potential locations, and budget.

Background:

Currently in Seattle, people who are homeless have limited options for storing personal belongings, especially during the day when shelter programs are closed. As a result of the lack of storage facilities, personal belongings must be carried during the day and are often left out in the open throughout downtown Seattle, leading to a greater likelihood of loss or damage to important documents and items of great personal value.

Some shelters provide storage for people with designated beds in the shelter and Seattle Housing and Resource Effort (SHARE) operates a program with 200 lockers. There are few spaces available in any program.

HSD is a key partner involved in the City's efforts to address homelessness as well as the quality of life for residents in Seattle.

Responsible Council Committee(s): Housing Affordability, Human Services, and Economic Resiliency
Date Due to Council: 6/30/2015

7. **2015 - 2016 Seattle City Council Statement of Legislative Intent**

Approved

Tab	Action	Option	Version
80	1	A	1

Budget Action Title: Assessment of City owned Property for Host Locations for Shelters

Councilmembers: Bagshaw; Clark; Rasmussen

Staff Analyst: Jesse Gilliam

Budget Committee Vote:

Date	Result	SB	BH	SC	TR	NL	TB	JG	MO	KS
11/14/2014	**Pass 9-**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**

Statement of Legislative Intent:

Assessment of City owned Property for Host Locations for Shelters
The Council requests the Human Services Department (HSD) work with Finance and Administrative Services (FAS) to assess the FAS annual surplus property list, Department of Parks and Recreation properties, Seattle Center properties, and other City owned properties to determine possible locations to host winter only, year round day and/or year round night shelter.
HSD is requested to share information about how the assessment process was conducted to member organizations of the King County Committee to End Homelessness as a model for other jurisdictions to investigate their publically owned properties.

Background:

The City of Seattle is committed to the Committee to End Homelessness plan to make homelessness rare, brief, and one time. While this requires investment in medium and long term services to provide access to housing, there is still a strong need for short term shelters. On a single night in January 2014, the One Night Count found more than 3,123 individuals living outside and another 6,171 in shelters or transitional housing within King County. Currently City Hall and Seattle Center operate shelters in public spaces successfully. This SLI will explore options for use of public spaces to provide shelter.

Responsible Council Committee(s): Housing Affordability, Human Services, and Economic Resiliency
Date Due to Council: 6/30/2015

8. **2015 - 2016 Seattle City Council Statement of Legislative Intent**

Approved

Tab	Action	Option	Version
130	1	A	2

Budget Action Title: Investigate a capital project and bond sale to build housing.

Councilmembers: Licata; Rasmussen; Sawant

Staff Analyst: Ted Virdone

Budget Committee Vote:

Date	Result	SB	BH	SC	TR	NL	TB	JG	MO	KS
11/14/2014	**Pass 9-**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**

Statement of Legislative Intent:

Council requests the Mayor's Office, the Office of Policy and Innovation, and the Office of Housing investigate/study a capital project finance by a large public bond sale to build or finance publicly owned or land trust owned high quality housing that is affordable to working people in Seattle on City owned surplus properties. The City has additional bond capacity in excess of $1,000,000,000 and 133 acres of excess property, 61.5 acres of which are vacant, excess property. The bonds could be paid off and the properties maintained with below market rate rents paid by tenants of these publically owned properties and by progressive taxes.

Background

Working and poor people in Seattle face an extreme crisis of affordable housing. Rents are rising faster in Seattle than in any other major city in the country and average Seattle area home prices are at record highs. Homelessness has dramatically increased as well; the annual one-night count in 2014 found 3,123 people without shelter in the city, up from 2,736 from the 2013 count. The affordable housing crisis is also shown by the Seattle Housing Authority report that 24,000 people applied for just 2,000 spots on its Voucher waiting list. A City-wide program to build a large amount of publicly owned affordable housing would not only benefit the tenants living in these units, it would also put downward pressure on the cost of housing, benefiting Seattle's renters in general.

Responsible Council Committee(s): Housing Affordability, Human Services, and Economic Resiliency
Date Due to Council: 4/1/2015

FINANCE AND CULTURE COMMITTEE:

9. 2015 - 2016 Seattle City Council Statement of Legislative Intent

Approved

Tab	Action	Option	Version
33	1	A	1

Budget Action Title: Four-Year Plan to Increase the Balance of OAC's Arts Account Operating Reserve

Councilmembers: Budget Committee

Staff Analyst: Sara Belz; Frank Video

Budget Committee Vote:

Date	Result	SB	BH	SC	TR	NL	TB	JG	MO	KS
11/14/2014	**Pass 9-**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**

Statement of Legislative Intent:

The City Council requests that the Office of Arts and Culture (OAC) work with the City Budget Office to develop a plan for increasing the minimum balance of the operating reserve in the Arts Account to $600,000 by January 1, 2019. The current balance of the reserve is $400,000. The plan to increase the balance of the reserve should be based on the most recent Admission Tax forecast data available and outline a reasonable, phased approach that could be implemented over the next four years. To the extent possible, implementation of the plan should minimize cuts to OAC's existing programs. The Council requests the plan be submitted to the Council's Finance and Culture Committee by no later than July 1, 2015.

Background:

The Arts Account supports all OAC programs, except those associated with the 1% for Art initiative, and is almost entirely funded by Admission Tax revenues. Consistent with Resolution 31507, which was adopted by the Council in March of 2014, a minimum operating reserve of $400,000 is maintained in the Arts Account to address short-term fluctuations in Admission Tax revenues that could undermine OAC's ability to fund its existing programs. Beginning in 2016, the Resolution calls for the minimum reserve balance to be adjusted annually by CPI. In the event the reserve remains underfunded for more than two years, the policies outlined in the Resolution call for OAC appropriations to be adjusted to allow the reserve fund to be replenished.

With the City currently experiencing healthy increases in annual Admission Tax revenues, the Council is interested in raising the minimum balance for the Arts Account operating reserve to $600,000 by 2019. This would have the effect of further shielding OAC programs from Admission Tax revenue declines that could occur in the future.

Responsible Council Committee(s): Finance and Culture
Date Due to Council: 7/1/2015

10. **2015 - 2016 Seattle City Council Statement of Legislative Intent**

Approved

Tab	Action	Option	Version
132	1	A	2

Budget Action Title: Investigate progressive measures like a "millionaires tax" in Seattle

Councilmembers: Licata; Rasmussen; Sawant

Staff Analyst: Ted Virdone

Budget Committee Vote:

Date	Result	SB	BH	SC	TR	NL	TB	JG	MO	KS
11/14/2014	**Pass 9-**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**

Statement of Legislative Intent:
Council requests the Law Department research the legal possibilities that exist to impose an excise tax on annual individual or household earnings in excess of $1,000,000. This will prepare council and advocates of progressive revenue sources to draft legislation to institute progressive measures like a millionaires tax in 2016.

It is intended to mitigate the effects of Washington State's tax structure, the most regressive in the United States, which forces the poorest 20% of the population to pay 16.9% of their income in local taxes while the wealthiest 1% pay only 2.8%. An excise tax on households earning $1,000,000 or more per year could generate revenue to address Seattle's affordable housing crisis, expand human services, which are currently underfunded and facing cuts, and fund mass transportation projects. Households earning less than $1,000,000 per year would not be affected.

Responsible Council Committee(s): Finance and Culture
Date Due to Council: 4/1/2015

PARKS, SEATTLE CENTER, LIBRARY AND GENDER PAY EQUITY COMMITTEE:

11. 2015 - 2016 Seattle City Council Statement of Legislative Intent

Approved

Tab	Action	Option	Version
47	2	A	2

Budget Action Title: Develop guidelines and recommendations concerning the Open Space Opportunity Fund

Councilmembers: Bagshaw; Burgess; Clark; Godden; Rasmussen

Staff Analyst: Evan Clifthorne; Traci Ratzliff

Budget Committee Vote:

Date	Result	SB	BH	SC	TR	NL	TB	JG	MO	KS
11/14/2014	Pass 9-	Y	Y	Y	Y	Y	Y	Y	Y	Y

Statement of Legislative Intent:
Council requests that the City Budget Office and the Department of Parks and Recreation will create an Interdepartmental Team which will include the Department of Finance and Administrative Services, the Department of Neighborhoods, the Office of Sustainability & Environment, the Legislative Department, and other appropriate departments to evaluate the concept and the need for a new Open Space Opportunity Fund.

The Open Space Opportunity Fund is envisioned as a City-managed program that would work with community members or organizations to assist in the purchase or retention of surplus City property for use as publicly accessible "open space" which will be defined here as including greenbelts, wildlife and natural areas, P-Patch sites, or similar real property.

The Council further envisions that the purchase of surplus real property through the OSOF could ultimately be supplemented with funds from those community members or organizations that express interest in or benefit from retaining the property as open space.

This evaluation should include the following:

1. Review current resources of the Parks and Recreation or other departments for property acquisition for open space purposes;
2. Review current surplus property and new property acquisition policies of the Parks and Recreation Department or other City Departments that acquire property for public use or enjoyment;
3. Review of how or whether current City goals related to Urban Forest Stewardship and the Climate Action Plan are considered when the City acquires or determines to surplus property. Should existing surplus property policies be modified to address these goals?
4. Review the open space standards of the City's Comprehensive Plan and quantify the need for additional resources to acquire open space to meet the standards.
5. Identify new and innovative funding, ownership and management strategies for retaining surplus city property as open space.

6. Identify any legal barriers to the City funding a program which would assist in the purchase or retention of surplus City property by community members or organizations for use as publically accessible open spaces, natural areas, P-Patches or similar uses.

If the evaluation leads to a recommendation to create a new Open Space Opportunity Fund, the SLI response should address the following questions:

7. What are the criteria for selecting properties to be eligible for purchase through the OSOF, and how would those properties be prioritized?
8. What policies or strategies would help to ensure administration of an OSO fund in a fair and equitable fashion throughout the city?
9. What are the options for funding the OSOF?
10. How should the appropriate level of financial contribution from community members or organizations toward the purchase of a given property be determined, and should the contribution levels be uniform or should they vary based on geographic and/or demographic conditions?
11. If some level of community contribution is required as part of the OSOF purchase of surplus property, what is the appropriate course of action if the community contribution levels are not met in a timely manner? What is an appropriate timeline for requiring any such contribution?
12. What options exist for final disposition of purchased surplus property? Should the property remain under City ownership and management, or should the property be transferred to a third party for the purpose of conserving that property as an open space or natural area? What are the pros and cons of each approach?
    a. If a third party is more appropriate, what if any restrictive covenants should run with the property? What guidelines should exist concerning the sale of the property, and with whom might potential partnerships be formed concerning the purchase and maintenance of the property?
13. How would ongoing maintenance and operations of these properties be funded or assured?
14. What options exist concerning public outreach to neighborhoods who may wish to participate in this program? What partnerships might help facilitate the implementation of those options?
15. What entity would most appropriately serve as the managing entity for the OSOF, and what staffing would be required for that entity?

Responsible Council Committee(s): Parks, Seattle Center, Libraries and Gender Pay Equity
Date Due to Council: 7/31/2015

12. **2015 - 2016 Seattle City Council Statement of Legislative Intent**

Approved

Tab	Action	Option	Version
54	1	A	2

Budget Action Title: Lake City Community Center Improvements

Councilmembers: Burgess; Clark; O'Brien

Staff Analyst: Meg Moorehead

Budget Committee Vote:

Date	Result	SB	BH	SC	TR	NL	TB	JG	MO	KS
11/14/2014	**Pass 9-**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**

Statement of Legislative Intent:

The Council requests the Department of Parks and Recreation (DPR) to prepare a report that outlines the next steps for improvements at the Lake City Community Center. The report should include:

1. Any proposed changes in the use of the Lake City Community Center that are recommended by Community Center Strategic Plan scheduled for completion in 2015.
2. Alternatives (including a preferred alternative) for rehabilitation or rebuilding of the Lake City Community Center including an alternative for construction of a new facility.
3. Costs and financing options for the preferred alternative, including the option of using Limited Tax General Obligation Bonds to finance the project.
4. A schedule for implementing the preferred alternative.

The Council requests that capital funds for the preferred alternative be included in the proposed 2016 Budget and 2016-2021 Capital Improvement Program even if it means deferring other DPR capital priorities.

Responsible Council Committee(s): Parks, Seattle Center, Libraries and Gender Pay Equity
Date Due to Council: 6/1/2015

PLANNING, LAND USE and SUSTAINABILITY COMMITTEE

13. 2015 - 2016 Seattle City Council Statement of Legislative Intent

Approved

Tab	Action	Option	Version
28	1	A	1

Budget Action Title: DPD Planning Division work program development and reporting

Councilmembers: Burgess; Clark; O'Brien

Staff Analyst: Lish Whitson

Budget Committee Vote:

Date	Result	SB	BH	SC	TR	NL	TB	JG	MO	KS
11/14/2014	**Pass 9-**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**

Statement of Legislative Intent:
Council requests that the Department of Planning and Development (DPD) report to the Council periodically on work program development for the Planning Division. Among other things, the Planning Division contains functions in DPD that develop policy and regulations that are incorporated into the Comprehensive Plan, the Land Use Code, and other policy and regulatory documents that govern development of the built environment.

In the 2014 adopted budget, the Council included Statement of Legislative Intent (SLI) 43-1-A-1 that directed DPD to prepare a work program that could be used as a shared tool by the Council and Mayor to prioritize resources among projects in the Planning Budget Control Level (BCL). Consistent with SLI 43-1-A-1, the Planning Director reports quarterly on work program development and briefs the Planning, Land Use and Sustainability (PLUS) Committee on proposed new projects.
This budget action continues the required work program reporting.

Frequency of Report:
Written reports should be provided quarterly to the Council in advance of the quarterly supplemental budget and grant acceptance ordinances and never later than March 31, June 30, September 30, and December 31, 2015. Reports may be provided concurrently with regularly scheduled reports by the DPD Director to the PLUS Committee.

Contents of Report:
Each report shall contain the following:

- An up-to-date work program;
- A narrative description of any new or changed projects proposed by the Executive or Council;
- Approximate FTE assignments by project; and
- A summary table identifying by project and fund source all anticipated resources likely to flow from quarterly grant acceptance and supplemental budget ordinances or from

any other sources not required to be appropriated through a supplemental budget ordinance.

Responsible Council Committee(s): Planning, Land Use and Sustainability
Date Due to Council: 3/31/2015; 6/30/2015; 9/30/2015; 12/31/2015

PUBLIC SAFETY, CIVIL RIGHTS, and TECHNOLOGY COMMITTEE

14. 2015 - 2016 Seattle City Council Statement of Legislative Intent

Approved

Tab	Action	Option	Version
89	3	A	1

Budget Action Title: Requesting the Seattle Police Department to regularly report to Council on hiring, staffing, and overtime

Councilmembers: Bagshaw; Burgess; Harrell

Staff Analyst: Mark Baird

Budget Committee Vote:

Date	Result	SB	BH	SC	TR	NL	TB	JG	MO	KS
11/14/2014	**Pass 9-**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**

Statement of Legislative Intent:

Hiring, staffing, and overtime are important aspects of the Seattle Police Department's operations. They impact the number of sworn officers that are available to maintain the public's safety and the costs associated with it. Hiring new police officers to keep up with levels of attrition and grow the force has been a challenge. Likewise, maintaining a consistently adequate number of officers assigned to the precincts has also been difficult. SPD overtime has been an issue for years and was recently highlighted as an ongoing problem. The City Council is concerned about each of these issues and their impact on SPD and the budget. This Statement of Legislative Intent (SLI) requests that the Seattle Police Department provide regular written reports on several important aspects of its operation to the Public Safety, Civil Rights and Technology Committee as follows:

Hiring Process and Progress Update
Provide a quarterly written report containing the following:

- Progress on examining and retooling the department's hiring process completed during the quarter and
- The quarterly hiring and staffing update that includes the updated quarterly and annual hiring forecast.

Precinct Staffing
Provide a quarterly written report on the following:

- The number of sworn officers assigned to 9-1-1 response per precinct (as currently provided) and
- A table depicting the sworn officer on loan numbers by precinct and the unit on loan to.

Overtime
Provide a monthly written update on the following:

- The overtime overview and training process and overtime spent by resource code for the previous month and year-to-date.

Responsible Council Committee(s): Public Safety, Civil Rights and Technology
Date Due to Council: Report on Hiring and Staffing quarterly and Overtime monthly.

15. 2015 - 2016 Seattle City Council Statement of Legislative Intent

Approved

Tab	Action	Option	Version
41	1	A	2

Budget Action Title: Prepare legislation to increase penalties and remedies for violations of Seattle's labor laws

Councilmembers: O'Brien; Rasmussen; Sawant

Staff Analyst: Ted Virdone

Budget Committee Vote:

Date	Result	SB	BH	SC	TR	NL	TB	JG	MO	KS
11/14/2014	**Pass 9-**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**

Statement of Legislative Intent:

Council requests the Mayor's Office prepare legislation to be discussed in the Select Committee on the Minimum Wage and Income Inequality or successor select committee to increase the penalties levied on employers who violate labor law in Seattle, and to increase the remedies for the workers who are the victims of these crimes. Wage theft is a serious and widespread problem in Seattle, and the 2014 audit of paid safe and sick leave found a lack of effective enforcement.
Council has not had a discussion about penalties and remedies to dissuade labor law scofflaws. The enforcement language in the minimum wage legislation was described as a "placeholder," but that language was not amended by the proposed legislation to enact the new Office of Labor Standards. This SLI would provide Council with the opportunity to discuss those remedies and penalties.

Responsible Council Committee(s): Select Committee on the Minimum Wage and Income Inequality
Date Due to Council: 4/1/2015

TRANSPORTATION COMMITTEE

16. 2015 - 2016 Seattle City Council Statement of Legislative Intent

Approved

Tab	Action	Option	Version
101	2	A	2

Budget Action Title: Heavy Haul Corridor Implementation

Councilmembers: Burgess; Clark; O'Brien

Staff Analyst: Peter Lindsay

Budget Committee Vote:

Date	Result	SB	BH	SC	TR	NL	TB	JG	MO	KS
11/14/2014	**Pass 9-**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**	**Y**

Statement of Legislative Intent:

This Statement of Legislative Intent requests SDOT to prepare a written report on the proposed Heavy Haul Corridor that includes the following information:

1. An analysis of the costs associated with transporting oversize container loads between the Port of Seattle's container terminals and the rail yards on City streets. The report should identify who pays the direct cost of trucking equipment modifications related to oversize container loads and describe any cost impacts to drayage drivers operating between the container terminals and the rail yards.
2. Identification of the policy rationale for a City contribution to developing a Heavy Haul Corridor and an explanation of why the City should pay any of the costs related to creation of the Corridor.
3. Identification of the core principles framing cost sharing negotiations between the Port of Seattle and the City of Seattle with regards to:
   a. the proportionate responsibility for capital investment on streets included in the Heavy Haul Corridor, and
   b. the proportionate responsibility for operating and capital costs associated with enforcing equipment and haul regulations along the Heavy Haul Corridor.
4. Detailed reporting of the proposed Heavy Haul Corridor enforcement and inspection process including a description of the anticipated enforcement activities, any anticipated capital requirements supporting enforcement, any estimates of potential on-going operating costs related to enforcement, and an analysis of potential permit fee revenues.
5. Evaluation of how the proposed Heavy Haul Corridor capital improvements and operating elements are linked to or reflected in the Freight Master Plan.
6. Descriptions and timing of anticipated Council actions related to the planning and implementation of the Heavy Haul Corridor.

7. Identification of the proposed Heavy Haul Corridor routes and discussion of the process and rationale that justifies the specific routing structure.

Council requests that a written report be submitted to the Council's Transportation Committee by April 3, 2015.

Background:

SDOT is working with the Port of Seattle to implement upgrades for a Heavy Haul Corridor to facilitate oversize container loads between the container terminals and the Union Pacific and Burlington Northern Santa Fe rail yard facilities. The Port of Seattle maintains that Seattle port operations are at a competitive disadvantage because City of Seattle truck weight regulations create a burden on shippers. In order to remain a competitive point of entry for discretionary international cargo, the Port would like to increase truck weight limits along designated City streets. Allowing heavier vehicles along the route would lower logistical costs and provide a time savings; potential shippers would find the Port of Seattle a more attractive entry point for international cargo.

Port operations generate nearly 200,000 jobs throughout our region and the goods that move through the Port of Seattle reach families and households throughout the United States. The City is committed to being a strong partner with the Port of Seattle to ensure that goods and services can move in and out of the City in efficient and cost effective ways.

The Mayor's 2016 proposed budget includes a $1.5M investment in the Heavy Haul Corridor. The Council is interested in understanding more about the potential impacts of the proposed investment, the principles framing negotiations with the Port of Seattle, and what role (if any) does the Heavy Haul Corridor play in the Freight Master Plan. It is the Council's intent to proviso the $1.5M in 2016 contingent upon the report's findings.

Responsible Council Committee(s): Transportation
Date Due to Council: 4/3/15

Form revised: February 26, 2014

2015 BUDGET LEGISLATION FISCAL NOTE

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Legislative Branch	Paddy Wigren / 386-1381	

Legislation Title:

A RESOLUTION adopting Statements of Legislative Intent (SLIs) for the 2015 Adopted Budget, 2016 Endorsed Budget and the 2015-2020 Adopted Capital Improvement Program (CIP).

Summary of the Legislation:

This Legislation formally adopts the Statements of Legislative Intent (SLIs) that the City Council approved during its review of the Mayor's 2015-2016 Proposed Budget and 2015-2020 Proposed Capital Improvement Program (CIP). The SLIs reflect the Council's policy intent as it applies to the 2015 Adopted Budget, 2016 Endorsed Budget and the 2015-2020 Adopted CIP.

Background:

See Above.

Please check one of the following**:**

_xx_ This legislation does not have any financial implications.

NOTE: This legislation, in and of itself, does not have any financial implications. The City Council expects that the analyses requested through this legislation and the responses requested from the Executive will require significant city staff time and resources for which no specific or additional appropriation was made in the 2015 Adopted or 2016 Endorsed Budgets.

____ This legislation has financial implications.

Other Implications:

a) Does the legislation have indirect financial implications, or long-term implications?
This legislation, in and of itself, does not have any financial implications. The City Council expects that the analyses requested through this legislation and the responses requested from the Executive will require significant city staff time and resources for which no specific or additional appropriation was made in the 2015 Adopted or 2016 Endorsed Budgets.

b) What is the financial cost of not implementing the legislation?
None.

c) Does this legislation affect any departments besides the originating department?

Yes. This legislation requires the cooperation of the Mayor's Office, the City Budget Office and many other City departments, which are already aware of their responsibilities.

d) What are the possible alternatives to the legislation that could achieve the same or similar objectives?

There are no alternatives to this legislation.

e) Is a public hearing required for this legislation?

No.

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

No.

g) Does this legislation affect a piece of property?

No.

h) Other Issues:

List attachments to the fiscal note below:

None.

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104

Legislation Details (With Text)

File #:	Res 31567	**Version:**	1	**Name:**	
Type:	Resolution (Res)			**Status:**	Full Council Agenda Ready
				In control:	Planning, Land Use, and Sustainability Committee
				Final action:	
Enactment date:				**Yes**	

Title: A RESOLUTION related to the Duwamish Waterway Cleanup and the health of communities adjacent to the Lower Duwamish Waterway.

Sponsors: Mike O'Brien, Sally Bagshaw, Bruce Harrell, Nick Licata

Indexes:

Attachments: Res 31567: Fiscal Note

Date	Ver.	Action By	Action	Result
2/3/2015	1	Planning, Land Use, and Sustainability Committee	adopt	Pass
2/2/2015	1	Full Council	referred	

CITY OF SEATTLE

RESOLUTION _____

A RESOLUTION related to the Duwamish Waterway Cleanup and the health of communities adjacent to the Lower Duwamish Waterway.

WHEREAS, the Duwamish Waterway flows into Seattle's Elliott Bay, and from its source in the foothills of Mount Rainier, ends as a five-mile long "Superfund" Site - a designation reserved for the most hazardous waste sites in the nation; and

WHEREAS, local businesses and populations that include Tribal members, low-income, immigrant, and refugee families, live, work and fish along the Lower Duwamish Waterway (LDW); and

WHEREAS, for the past fourteen years the City of Seattle has been a primary participant in investigating contamination in the Duwamish and in developing approaches for cleanup of the Waterway; and

WHEREAS, Seattle Public Utilities has voluntarily conducted successful source control activities in the Duwamish drainage basin for over a decade; and

WHEREAS, the City has spent approximately $60 million on the those efforts plus the successful cleanup of two Early Action Areas, Slip 4 and Terminal 117; and

WHEREAS, the City has successfully cleaned up Slip 4 with a combination of dredging, capping, and enhanced natural recovery methods; and

WHEREAS, Seattle City Light is developing plans to create 4 acres of habitat along the Duwamish Waterway in the vicinity of the Hamm Creek area; and

WHEREAS, the City of Seattle and King County recently launched the Green/Duwamish Watershed Strategy, coordinating work by governments, nonprofits, and businesses across 500-square-miles of critical watershed; and

WHEREAS, the United States Environmental Protection Agency (EPA) recently published its final Record of Decision (ROD), with sediment cleanup goals designed to best protect human health; and

WHEREAS, the ROD identifies areas appropriate for different types of active cleanup, with Recovery Category assignments that inform the selection of dredging and capping, enhanced natural recovery, and monitored natural recovery; and

WHEREAS, during the remedial design phase of the cleanup, EPA may change Recovery Category assignments based on additional information, including a survey of Waterway users; and

WHEREAS, the City of Seattle expects to participate with other parties in portions of the remedial design and/or remedial construction to implement the ROD under EPA oversight; and

WHEREAS, the City of Seattle will participate in source control activities throughout the City's drainage and sewer systems in the LDW watershed, to implement the source control strategy under Ecology oversight; and

WHEREAS, the ROD emphasizes the need to engage the community throughout remedial design and implementation of the cleanup, including convening an advisory group as a means for the affected community and local agencies to work together on mitigating the impacts of the cleanup on the affected community; and

WHEREAS, the City of Seattle's Race and Social Justice Initiative (RSJI) requires the city to proactively work to prevent and mitigate race-based disparities in communities; and

WHEREAS, the RSJI requires the City to engage communities of color, immigrants, refugees, limited-English proficiency communities, people with low incomes and other most impacted communities in the design and implementation of City projects and programs to ensure racial and social equity and increased community benefit; and

WHEREAS, the City has recently administered the Duwamish Opportunity Fund, granting $250,000 to nine community-based projects, to address overall health impacts in the area; NOW, THEREFORE,

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

Section 1. ROD Implementation.

a. As the remedial design work moves forward, the City of Seattle encourages implementation of the ROD with an analysis of race and social justice impacts that best protects the health of its diverse communities - residents (including but not limited to: people of color, immigrants, refugees, and people with low incomes), fishermen, Native Americans, recreational users, workers, and businesses.

b. The City Council and the Mayor expect City representatives to participate in the EPA-led advisory group along with representatives from the affected communities and other local governments, advocate for transparency and racial and social equity throughout remedial design and ROD implementation, and work together on mitigating the negative impacts of the cleanup on the community. The City of Seattle respectfully requests the EPA annually provide to the City a written report on the EPA-led group's engagement of communities of color, immigrants, refugees, limited-English proficiency communities, people with low incomes and other most impacted communities in the design and implementation of the ROD.

c. As new technologies and new information emerge over the course of the remedial design phase and subsequent clean up, the City of Seattle encourages EPA and all responsible parties to ensure appropriate applications of cleanup technologies, including dredging, based on the waterway use survey and re-evaluation of Recovery Categories during remedial design. The City of Seattle further urges the use of environmental dredging technologies and best practices to limit sediment disruption while removing contaminated sediments as outlined in the ROD, and consideration of the use of electric dredges to limit air emissions.

d. The City Council and the Mayor encourage continued strong City participation in Source Control efforts as part of the overall strategy being led by Washington Department of Ecology and urges Seattle Public Utilities to periodically revise and strengthen Seattle's Implementation Plan for source control, as new information and new technologies emerge.

Section 2. Community Health and Quality of Life Efforts beyond the scope of the ROD.

a. The City of Seattle encourages continued involvement in and the application of a racial equity lens with the Green/Duwamish Watershed Strategy, fostering greater cooperation between affected communities, nonprofits, businesses, and the relevant City, County, State, and Federal agencies to address controls on new and ongoing pollution sources, including those from upriver.

b. The City Council and Mayor request an Interdepartmental Team (IDT) to continue to identify

ongoing projects that serve resident, tribal, and fishing communities in the Duwamish River Valley, coordinate outreach efforts, and consider further actions to protect the health of Duwamish River Valley communities.

1. This IDT should include the Seattle Department of Neighborhoods, Office of Housing, Office of Sustainability and Environment, Office of Economic Development, Department of Transportation, Department of Planning and Development, Department of Parks and Recreation, Seattle City Light, and Seattle Public Utilities.
2. Such actions for the IDT's consideration may include, but are not limited to, the following: assistance in housing preservation and energy efficiency, environmental health, environmental justice, transit access, providing access to healthy food, and working with responsible city agencies to ensure Women- and Minority-Owned Businesses (WMBE) inclusion and local hire for cleanup work.
3. The City Council and Mayor further request the City departments represented in the IDT to coordinate with relevant agencies among other responsible parties and explore the feasibility of creating an inter-agency fund to improve overall community health in the Duwamish River Valley, as a possible extension of the Duwamish River Opportunity Fund.
4. The City Council requests the IDT to create and report back on its proposal for engaging with the community to identify community needs, as well as coordinate community engagement around distribution of grant funds and implementation of existing community-benefit projects relating to priority areas noted in the community health impact assessment. This proposal should reflect an analysis that uses the Racial Equity Toolkit and the IDT should report back to the City Council on progress, within 180 days after the adoption of the resolution.

Adopted by the City Council the ____ day of _____, 2015, and signed by me in open session in authentication of its adoption this_____ day of _____, 2015.

_____

President _____of the City Council

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THE MAYOR CONCURRING:

_____

Edward B. Murray, Mayor

Filed by me this ____ day of _____, 2015.

_____

Monica Martinez Simmons, City Clerk

(Seal)

Form revised: December 5, 2014

BILL SUMMARY & FISCAL NOTE

Department:	Contact Person/Phone:	Executive Contact/Phone:
Legislative	Jasmine Marwaha 3-2788	N/A

1. BILL SUMMARY

Legislation Title:
A RESOLUTION related to the Duwamish Waterway Cleanup and the health of communities adjacent to the Lower Duwamish Waterway.

Summary and background of the Legislation:
In November 2014, the Environmental Protection Agency (EPA) issued its Record of Decision (ROD) for clean-up of the Duwamish Superfund site. This resolution affirms the City of Seattle's commitment to transparency, equity, and community engagement in the EPA-mandated process, as the next few years will be focused on "remedial design" – how best to achieve the cleanup goals outlined in the ROD.

The resolution also sets up an inter-departmental team (IDT) to continue to identify ongoing projects that serve residential, tribal, and fishing communities in the Duwamish River Valley, coordinate outreach efforts, and consider further actions to protect the health of Duwamish River Valley communities.

2. CAPITAL IMPROVEMENT PROGRAM

____ **This legislation creates, funds, or amends a CIP Project.**

Project Name:	Project I.D.:	Project Location:	Start Date:	End Date:	Total Cost:

3. SUMMARY OF FINANCIAL IMPLICATIONS

Please check one:

____ **This legislation has direct financial implications.**

__X__ **This legislation does not have direct financial implications.**

Budget program(s) affected:				
Estimated $ Appropriation change:	General Fund $		Other $	
	2015	2016	2015	2016

Estimated $ Revenue change:	**Revenue to General Fund**		**Revenue to Other Funds**	
	2015	**2016**	**2015**	**2016**
Positions affected:	**No. of Positions**		**Total FTE Change**	
	2015	**2016**	**2015**	**2016**
Other departments affected:				

3.a. Appropriations

____ This legislation adds, changes, or deletes appropriations.
(If this box is checked, please complete this section. If this box is not checked, please proceed to Revenues)

Fund Name and number	Dept	Budget Control Level Name/#*	2015 Appropriation Change	2016 Estimated Appropriation Change
TOTAL				

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

Appropriations Notes:

3.b. Revenues/Reimbursements

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

Anticipated Revenue/Reimbursement Resulting from this Legislation:

Fund Name and Number	Dept	Revenue Source	2015 Revenue	2016 Estimated Revenue
TOTAL				

Revenue/Reimbursement Notes:

3.c. Positions

____ This legislation adds, changes, or deletes positions.

Total Regular Positions Created, Modified, or Abrogated through this Legislation, Including FTE Impact:

Position # for Existing Positions	Position Title & Department*	Fund Name & #	Program & BCL	PT/FT	2015 Positions	2015 FTE	Does it sunset? (If yes, explain below in Position Notes)
TOTAL							

* *List each position separately*

Position Notes:

4. OTHER IMPLICATIONS

a) Does the legislation have indirect or long-term financial impacts to the City of Seattle that are not reflected in the above?

No. The Resolution outlines best practices for the City's ongoing participation in the EPA Advisory Process, source control efforts, and Green/Duwamish Watershed Strategy. It is anticipated that Seattle Public Utilities and Seattle City Light will use existing resources to provide staff time in these efforts. The IDT formed by the Resolution is anticipated to draw from existing staff resources, with a primary goal of finding efficiencies among outreach efforts directed toward the Duwamish River Valley communities.

b) Is there financial cost or other impacts of not implementing the legislation?

This legislation comes in direct response to community concerns about the City's role as a responsible party in the Duwamish Superfund site. The impact of not implementing the legislation would be a loss of community trust, and possibly a remedial design that does not reflect a transparent and good faith effort at achieving the EPA's cleanup goals.

c) Does this legislation affect any departments besides the originating department?

This legislation impacts other potential members of the IDT, the Seattle Department of Neighborhoods, Office of Housing, Office of Sustainability and Environment, Office of Economic Development, Department of Transportation, Department of Planning and Development, Department of Parks and Recreation, and Seattle City Light.

d) Is a public hearing required for this legislation?

No

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

No.

f) Does this legislation affect a piece of property?

No.

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

This legislation impacts vulnerable and historically disadvantaged communities living in the Duwamish River Valley, and encourages implementation of the ROD with an analysis of race and social justice impacts that best protects the health of its diverse communities – residents (including but not limited to: people of color, immigrants, refugees, and people with low incomes), fishermen, Native Americans, recreational users, workers, and businesses. It also requires the IDT use the Racial Equity Toolkit in drafting a community engagement proposal.

h) If this legislation includes a new initiative or a major programmatic expansion: What are the long-term and measurable goals of the program? Please describe how this legislation would help achieve the program's desired goals.

N/A.

i) Other Issues:

None.

List attachments below:

None.

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104

Legislation Details (With Text)

File #:	CF 314113	**Version:**	1	**Name:**	
Type:	Clerk File (CF)			**Status:**	Full Council Agenda Ready
				In control:	Planning, Land Use, and Sustainability Committee
				Final action:	
Enactment date:				**Yes**	

Title: Council land use action to allow an approximately 5,000 s.f. accessory storage building to Fire Station 28, located at 5968 Rainier Avenue South, in an environmentally critical area (Project No. 3018085, Type V).

Sponsors:

Indexes:

Attachments: CF 314113: DPD Recommendation
CF 314113: Findings, Conclusions, and Decision of the Council
Fire Station Presentation

Date	Ver.	Action By	Action	Result
2/3/2015	1	Planning, Land Use, and Sustainability Committee	approve	Pass
10/13/2014	1	Full Council	referred	

Council land use action to allow an approximately 5,000 s.f. accessory storage building to Fire Station 28, located at 5968 Rainier Avenue South, in an environmentally critical area (Project No. 3018085, Type V).

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City of Seattle
Edward B. Murray, Mayor

Department of Planning and Development
D. M. Sugimura, Director

CITY OF SEATTLE
ANALYSIS AND DECISION OF THE DIRECTOR
OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT

Application Number:	3018085
Council File Number:	314113
Applicant Name:	Ariel Bernfeld for Finance and Administrative Service Department
Address of Proposal:	5968 Rainier Avenue South (Fire Station 28)

SUMMARY OF PROPOSED ACTION

Council Land Use Action to allow a one-story, 5,077 sq. ft. storage building for emergency response vehicles and equipment in an environmentally critical area. The building is accessory to Fire Station #28. No change to parking is proposed.

The following approvals are required:

Council Land Use Action –for concept approval and to waive or modify development standards for a City facility - (SMC Chapter 23.76.064)

SEPA - Environmental Determination - (SMC Chapter 25.05)

SEPA DETERMINATION: [ ] Exempt [ ] DNS [ ] EIS
[X] DNS with conditions
[ ] DNS involving non exempt grading or demolition or involving another agency with jurisdiction.

BACKGROUND DATA

Site and Vicinity Description

The site is located just south of Hillman City in Southeast Seattle. The 81,586 square foot subject site is located at the southeast corner of the intersection of South Kenny Street and Rainier Avenue South. The site is split zoned with the portion fronting on Rainier Avenue S.

zoned Lowrise 3 and the back portion zoned Single Family 5000. Most of the property, 54,384 square feet or 67%, is zoned Single Family 5000.

The site is developed with an existing two-story fire station (number 28) permitted by Seattle City Council under DPD project number 3006373.

The development pattern in the area is largely small-scale residential along Rainier, with a few churches to the north on the same side of the street. Small scale residential development has been recently built across Kenny Street to the north. Single family residential development prevails to the east of the subject property.

South Kenny Street is partially improved with a roadway and sidewalk which terminates near the existing driveway along the north property line. Rainier Avenue South is considered an arterial and is improved with roadway, curb, gutter and sidewalk.

Most of the site is generally flat but the property rises about 17 feet along the northeast and east property lines. The site does have a mapped steep slope ECA. A limited steep slope exemption has been granted pursuant to review under this project number. All other ECA standards and requirements apply. All proposed development will be outside the ECA and its required buffer.

Proposal Description

The proposed project includes the construction of a new 5,400 square foot storage building for urban search and rescue federal disaster cache. The building will be used primarily for the storage of Seattle Fire Department's Urban Search and Rescue (USAR) Apparatus vehicles as well as the Metropolitan Medical Strike Team (MMST) Apparatus vehicle. A secondary use will be the storage of ancillary vehicles used for special events. USAR and MMST are deployed, on average, less than two times a month each. The building will be accessed weekly by individuals for routine maintenance of the apparatus vehicles.

A gated driveway off South Kenny Street will be used to access the urban search and rescue storage building. The USAR building is proposed near the southeast corner of the site.

The storage building was originally reviewed and approved by Council during the review and permitting of the fire station replacement under DPD Permit 3006373. The fire station was constructed, but due to financing, the accessory building was never completed. The permit has since expired and a new Council approval is required.

Seattle Design Commission

The original proposal reviewed under DPD permit 3006373 was subject to review by the Seattle Design Commission (SDC) because it is a City Facility. The Commission's role is to advise the project proponents in an effort to foster well-designed civic projects. The SDC reviewed the design on February, March and April of this year. The SDC supported the overall development proposal and program. For complete SDC actions and comments, the approved minutes from the meetings are available on the City of Seattle website located at
http://www.seattle.gov/dpd/Planning/Design_Commission/overview/

The Seattle Design Commission has elected to not review the subject proposal under DPD project 3018085.

Public Comments

Two public comments were received during the public comment period which ended on October 19, 2014. One commenter expressed concern regarding a need for additional parking and potential traffic impacts. The other commenter expressed concern about the location of access for the USAR building, the proposed location for the building, and the quality of information provided on the plan set.

ANALYSIS — COUNCIL LAND USE ACTION

Public facilities, including fire stations and accessory structures, may be permitted in single family zones as a council conditional use pursuant to Seattle Municipal Code (SMC) sections 23.44.036 and 23.51A.002. Development standards for public facilities in single family zones are found in SMC 23.44. Section 23.76.064 includes provisions for the City Council to grant concept approval and to waive or modify applicable development standards, accessory use requirements, special use requirements or conditional use criteria for City Facilities. SMC 23.76.064 classifies this decision as a legislative action (Type V).

The Finance and Administrative Services Department seeks a Council Concept Approval under SMC 23.76.064 to allow a building accessory to an existing fire station within a single family zone. The accessory building will comply with all development standards within a single family zone.

SMC 23.76.050 requires the DPD Director to prepare a written report on Type V application, which includes the following analysis and information:

1. ***The written recommendations or comments of any affected City departments and other governmental agencies having an interest in the application;***

No written recommendations or comments were received from affected City departments and/or other governmental agencies have an interest in the application.

2. ***Responses to written comments submitted by interested citizens;***

As noted previously two public comments were received during the public comment period which ended on October 19, 2014. One commenter expressed concern regarding a need for additional parking and potential traffic impacts. The other commenter expressed concern about the location of access for the USAR building, the proposed location for the building, and the quality of information provided on the plan set.

City staff requested a number of corrections to the drawings to clarify location of access for the existing and new apparatus equipment, whether additional staff will be required to maintain building and apparatus vehicles, the location of the building in relationship to existing easements and additional screening proposed.

City staff then followed up by email with both commenters addressing each item of concern.

The Urban Search and Rescue (USAR) and Metropolitan Medical Strike Team (MMST) apparatus stored in the USAR building will be deployed, on average, less than two times a month each. The apparatus will access the site by Rainier Avenue S, through the existing driveway on the south property line to the USAR building. The apparatus will leave the site by way of S Kenny Street. There will be no additional staff located on site with the addition of the new building. No additional parking will be provided on site.

The plans have been updated to show that the USAR building will be located between 4'-7" and 7'-9" from the recorded easement along the south property line. A fence will remain in place on either side of the proposed building but will be removed at the building wall location. The plan also includes 8 new trees to be planted in the setback space between the building wall line and the driveway easement. The landscaping is intended to screen and provide a buffer between the building and the easement.

Each commenter person has been added to the notice list for the proposal.

3. An evaluation of the proposal based on the standards and criteria for the approval sought and consistency with applicable City policies;

Seattle Municipal Code (SMC) 23.51A.002 B includes standards and criteria for the proposed public facility use.

The proponent of any such use shall demonstrate the existence of a public necessity for the public facility use in a single-family zone. The public facility use shall be developed according to the development standards for institutions (Section 23.44.022), unless the City Council makes a determination to waive or modify applicable development standards according to the provisions of Chapter 23.76, Subchapter III, Council Land Use Decisions, with public projects considered as Type IV quasi-judicial decisions and City facilities considered as type V legislative decisions.

Fire station number 28 already exists at this location within a single family zone. Fire stations are essential for protecting lives and property and must be located in specific areas so that they can rapidly and adequately respond to emergencies. A large portion of the city is zoned single family thus there are large numbers of people and property within the single family zone.

The proposed accessary building will house the Seattle Fire Department's Urban Search and Rescue (USAR) Apparatus vehicles as well as the Metropolitan Medical Strike Team (MMST) Apparatus vehicle. A secondary use will be the storage of ancillary vehicles used for special events. The limited scope of work proposed will allow existing fire station building to continue service to the City residents without the need for a new building at a different site. In light of these facts, there is clear public necessity for this fire station accessory storage building within a single family zone.

The fire station meets all the development standards for institutions in single family zones pursuant to SMC 23.44.022.

4. All environmental documentation, including any checklist, EIS or DNS;

The proposed public facility is subject to a SEPA threshold determination and EIS requirements according to SMC 25.05.800 A2c Table B, because the project proposal includes the construction of an addition to an existing service building that exceeds 4,000 square feet gross floor area in a single family zone. The SEPA analysis follows.

5. ***The Director's recommendation to approve, approve with conditions, or deny a proposal.***

Based on the analysis provided, above, DPD recommends approval of the proposed fire station addition in a Single Family zone.

RECOMMENDATION – COUNCIL APPROVALS

DPD **recommends approval** of the proposed fire station use in a Single Family zone.

ANALYSIS - SEPA

The initial disclosure of the potential impacts from this project was made in the environmental checklist submitted by the applicant dated August 13, 2014 and annotated by the Department. The information in the checklist, supplemental information provided by the applicant, project plans, and the experience of the lead agency with review of similar projects form the basis for this analysis and decision.

The SEPA Overview Policy (SMC 23.05.665) discusses the relationship between the City's code/policies and environmental review. The Overview Policy states, in part, "Where City regulations have been adopted to address an environmental impact; it shall be presumed that such regulations are adequate to achieve sufficient mitigation subject to some limitation". The Overview Policy in SMC 23.05.665 D1-7, states that in limited circumstances it may be appropriate to deny or mitigate a project based on adverse environmental impacts.

The policies for specific elements of the environment (SMC 25.05.675) describe the relationship with the Overview Policy and indicate when the Overview Policy is applicable. Not all elements of the environment are subject to the Overview Policy (e.g., Traffic and Transportation, Plants and Animals and Shadows on Open Spaces). A detailed discussion of some of the specific elements of the environment and potential impacts is appropriate.

Short-term Impacts

The following temporary or construction-related impacts are expected: decreased air quality due to suspended particulate from building activities and hydrocarbon emissions from construction vehicles and equipment; increased dust caused by construction activities; increased traffic and demand for parking from construction equipment and personnel; conflict with normal pedestrian movement adjacent to the site; increased noise; and consumption of renewable and non-renewable resources.

Several adopted City codes and/or ordinances provide mitigation for some of the identified construction related impacts. Compliance with these applicable codes and ordinances will reduce or eliminate most short-term impacts, but impacts such as air quality and noise require further discussion.

Greenhouse gas emissions

Construction activities including construction worker commutes, truck trips, the operation of construction equipment and machinery, and the manufacture of the construction materials themselves result in increases in carbon dioxide and other greenhouse gas emissions which adversely impact air quality and contribute to climate change and global warming. While these impacts are adverse, they are not expected to be significant due to the relatively minor contribution of greenhouse gas emissions from this project.

No further conditioning or mitigation is warranted pursuant to specific environmental policies or the SEPA Overview Policy (SMC 25.05.665).

Noise

The project is expected to generate loud noise during construction. These impacts would be especially adverse in the early morning, in the evening, and on weekends.

The Seattle Noise Ordinance permits increases in permissible sound levels associated with construction and equipment between the hours of 7:00 AM and 10:00 PM on weekdays and 9:00 AM and 10:00 PM on weekends.

The limitations of the Noise Ordinance (construction noise) are considered inadequate to mitigate the potential noise impacts associated with construction activities given the proximity of residential uses. The SEPA Policies at SMC 25.05.675 B allow the Director to limit the hours of construction to mitigate adverse noise impacts. Pursuant to this policy and because of the proximity of neighboring residential uses, the applicant will be required to limit excavation, foundation, and external construction work for this project to non-holiday weekdays between 7:00 a.m. and 6:00 p.m. It is also recognized that there are quiet non-construction activities that can be done at any time such as, but not limited to, site security, surveillance, monitoring for weather protection, checking tarps, surveying, and walking on and around the site and structure. These types of activities are not considered construction and will not be limited by the conditions imposed on this Master Use Permit.

Earth / Soils

The ECA Ordinance and Director's Rule (DR) 18-2011 require submission of a soils report to evaluate the site conditions and provide recommendations for safe construction in landslide prone areas. Pursuant to this requirement the applicant submitted a geotechnical engineering study. The study has been reviewed and approved by DPD's geotechnical experts, who will require what is needed for the proposed work to proceed without undue risk to the property or to adjacent properties.

No additional conditioning is warranted pursuant to SEPA policies.

Long-Term Impacts

Long-term or use related impacts should be mostly comparable to those already generated by the existing use. No increase in number of apparatus bays or crew is projected by the Fire Department with the additional of the accessory storage building. Hence, long-term impacts are not considered significant because they are minor in scope. The building will be larger so potential exists for height, bulk and scale impacts, which are discussed below.

Several adopted City codes and/or ordinances provide mitigation for some of the impacts. Specifically these are: the Seattle Building Code which provides prescriptive construction techniques and standards; and the Land Use Code which controls site coverage, setbacks, building height and use and contains other development and use regulations to assure compatible development. Compliance with these applicable codes and ordinances is adequate to achieve sufficient mitigation of most long term impacts.

Greenhouse gas emissions

Operational activities, primarily vehicular trips associated with the project and the projects' energy consumption, are expected to result in increases in carbon dioxide and other greenhouse gas emissions which adversely impact air quality and contribute to climate change and global warming. While these impacts are adverse, they are not expected to be significant due to the relatively minor contribution of greenhouse gas emissions from this project.

No further conditioning or mitigation is warranted pursuant to specific environmental policies or the SEPA Overview Policy (SMC 25.05.665).

Height, Bulk and Scale

The SEPA Height, Bulk and Scale Policy (Section 25.06.675.G., SMC) states that *"the height, bulk and scale of development projects should be reasonably compatible with the general character of development anticipated by the goals and policies set forth in Section B of the land use element of the Seattle Comprehensive Plan regarding Land Use Categories, …and to provide for a reasonable transition between areas of less intensive zoning and more intensive zoning."*

The proposed one story accessory storage building will be located in a Single Family 5000 zone and meet all dimensional development standards of the zone, particularly height and setbacks. Surrounding property to the north and south is zoned L-3 along Rainier avenue South and SF5000 behind similar to the subject site. A single family home abuts the site along the south and east property lines. The proposed building will be setback 34'-6" from the south property line and between 25'-91'-9" from the east property line so no height, bulk and scale impacts are expected along either boundary. Single family homes are sited across South Kenny Street which is about 150 feet away from the proposed building.

The new USAR storage building will include ten trees and eight shrubs in the southeast corner of the project to screen the building from the nearest single family residence. No further mitigation of height, bulk and scale impacts is warranted pursuant to SEPA policy (SMC 25.06.675.G.).

RECOMMENDED CONDITIONS - SEPA

Prior to Issuance of a Demolition, Grading, or Building Permit

1. If the applicant intends to work outside of the limits of the hours of construction described in condition #2, a Construction Noise Management Plan shall be required, subject to review and approval by DPD, and prior to a demolition, grading, or building permit, whichever is issued first. The Plan shall include the specific mitigation, and may include additional proposed management of construction related noise, efforts to mitigate noise impacts, and community outreach efforts to allow people within the immediate area of the project to have opportunities to contact the site to express concern about noise. Elements of noise mitigation may be incorporated into any Construction Management Plans required to mitigate any short -term noise impacts that result from the project.

During Construction

2. Construction activities (including but not limited to demolition, grading, deliveries, framing, roofing, and painting) shall be limited to non-holiday weekdays from 7am to 6pm. Interior work that involves mechanical equipment, including compressors and generators, may be allowed on Saturdays between 9am and 6pm once the shell of the structure is completely enclosed, provided windows and doors remain closed. Non-noisy activities, such as site security, monitoring, weather protection shall not be limited by this condition. This condition may be modified through a Construction Noise Management Plan, required prior to issuance of a building permit as noted in condition #1.

Signature: (signature on file) Date: December 22, 2014
Lindsay King, Senior Land Use Planner
Department of Planning and Development

LK:drm

K\Decisions-Signed\3018085.docx

IMPORTANT INFORMATION FOR ISSUANCE OF YOUR MASTER USE PERMIT

Master Use Permit Expiration and Issuance

The appealable land use decision on your Master Use Permit (MUP) application has now been published. At the conclusion of the appeal period, your permit will be considered "approved for issuance". (If your decision is appealed, your permit will be considered "approved for issuance" on the fourth day following the City Hearing Examiner's decision.) Projects requiring a Council land use action shall be considered "approved for issuance" following the Council's decision.

The "approved for issuance" date marks the beginning of the **three year life** of the MUP approval, whether or not there are outstanding corrections to be made or pre-issuance conditions to be met. The permit must be issued by DPD within that three years or it will expire and be cancelled. (SMC 23-76-028) (Projects with a shoreline component have a **two year life**. Additional information regarding the effective date of shoreline permits may be found at 23.60.074.)

All outstanding corrections must be made, any pre-issuance conditions met and all outstanding fees paid before the permit is issued. You will be notified when your permit has issued.
Questions regarding the issuance and expiration of your permit may be addressed to the Public Resource Center at prc@seattle.gov or to our message line at 206-684-8467.

FINDINGS, CONCLUSIONS AND DECISION
OF THE CITY COUNCIL OF THE CITY OF SEATTLE

Council land use action to allow an approximately 5,000 s.f. accessory storage building to Fire Station 28, located at 5968 Rainier Avenue South, in an environmentally critical area (Project No. 3018085, Type V).	))))))	C.F. 314113 Application #3018085 FINDINGS, CONCLUSIONS AND DECISION

Background

The proposed project is for construction of a new 5,400 square foot accessory storage building to house apparatus vehicles for the Seattle Fire Department's Urban Search and Rescue and Metropolitan Medical Strike Teams.

The proposal site is located at the southeast corner of the intersection of South Kenny Street and Rainier Avenue South just south of the Hillman City neighborhood in southeast Seattle. The approximately 82,000 square foot site is split zoned. The western third of the site is zoned Lowrise 3 Multifamly Residential the remainder of the site is zoned Single Family 5000 (SF 5000). The accessory use storage building would be located in the SF 5000 zoned portion of the site. The site is currently developed with Fire Station 28. The project requires Council concept approval for the City facility to allow the use in a single family zone. The accessory use storage building meets all applicable physical development standards for the SF 5000 zone.

Council concept approval and waiver of development standards for Fire Station 28 and the accessory storage building were originally granted in 2007. See Clerk's File 308679. However, financial constraints forestalled development of the storage building, and the Council approvals lapsed. Review by the Design Commission accompanied the original application.

The Department of Planning and Development (DPD) reviewed the proposed project and issued its Report and Recommendation on December 22, 2014. DPD recommends approval of the project, with two conditions to limit construction-related noise impacts.

The City Council's Planning Land Use and Sustainability Committee was briefed on the project, held a public hearing to accept comments on the project and DPD's recommendation, and made its recommendation to the full City Council on February 3, 2015.

Findings of Fact

The City Council hereby adopts the following Findings of Fact:

1. Fire Station 28 is located just south of Hillman City on Rainier Avenue South, adjacent to and south of South Kenny Street.

2. The site is split zoned with the portion fronting on Rainier Avenue South zoned LR3. Most of the easterly portion of the site, 54,384 square feet or 67%, is zoned SF 5000.

3. A large portion of the city is zoned single family, thus there are large numbers of people and property within the single family zone.

4. The Department of Finance and Administrative Services of the City of Seattle has submitted a land use application to construct an accessory storage facility on the site and to make other improvements.

5. In the Single Family zone, City Council concept approval is required for fire station uses, pursuant to Seattle Municipal Code (SMC) § 23.44.036 and § 23.51A.002.

6. Two public comments were received during the public comment period on the application, which ended on October 19, 2014. One commenter expressed concerns related to traffic and parking. Another expressed concern about the point of access for the apparatus vehicles, the location of the accessory building, and information provided on the plans submitted to DPD.

7. In making a recommendation to Council SMC § 23.76.050 requires that the DPD Director draft an evaluation of the proposal based on the standards and criteria for the approval sought and consistency with applicable City policies.

8. The DPD Director's written Analysis and Decision analyzes the proposal's compliance with each Land Use Code approval criterion and provides State Environmental Policy Act (SEPA) ordinance analysis. DPD issued a Determination of Non-significance, and recommends two SEPA conditions to mitigate construction noise impacts.

9. The Director finds that the proposal meets the relevant criteria for approval of a City facility in the SF 5000 zone. The Director also finds that the accessory storage building meets all the development standards established in SMC § 23.44.022 for institutions in single family zones.

10. The Director recommends that the Council grant the concept approval for the project.

11. The project is expected to generate loud noise during grading and construction. These impacts would be especially adverse to the surrounding residential area in the early morning, in the evening, and on weekends. The Seattle Noise Ordinance permits increases in permissible sound levels associated with construction and equipment between the hours of 7:00 AM and 10:00 PM on weekdays and 9:00 AM and 10:00 PM on weekends. The surrounding properties are developed with housing and will be impacted by construction noise.

Conclusions

The City Council hereby adopts the following Conclusions:

1. The proposed facility is a City facility as defined in SMC § 23.84A.006.

2. The proponent has demonstrated the existence of a public necessity for the use in a single-family zone. Specifically, fire stations including accessory storage for apparatus vehicles are essential for protecting lives and property and must be located in specific areas so that fire-fighters can rapidly and adequately respond to emergencies. In light of that, there is clear public necessity for fire stations and accessory uses within single family zones.

3. The surrounding area has been considered in the design, siting, landscaping and screening of the accessory structure. The structure is adequately set back from the abutting property lines and landscaped and screened from neighboring property. Design details, landscaping and finish materials will contribute towards mitigating the perception of height, bulk and scale and help the building fit into the neighborhood.

4. The limitations in the Noise Ordinance are not sufficient in this case to mitigate noise impacts.

Decision

The City Council hereby **approves** in concept the proposed accessory use storage building to Fire Station 28 described in Clerk File 314113.

The applicant is required to comply with the following conditions:

Prior to Issuance of a Demolition, Grading, or Building Permit

1. If the applicant intends to work outside of the limits of the hours of construction described in condition #2, a Construction Noise Management Plan shall be required, subject to review and approval by DPD, and prior to a demolition, grading, or building permit, whichever is issued first. The Plan shall include the specific mitigation, and may include additional proposed management of construction related noise, efforts to mitigate noise impacts, and community outreach efforts to allow people within the immediate area of the project to have opportunities to contact the site to express concern about noise. Elements of noise mitigation may be incorporated into any Construction Management Plans required to mitigate any short -term noise impacts that result from the project.

During Construction

2. Construction activities (including but not limited to demolition, grading, deliveries, framing, roofing, and painting) shall be limited to non-holiday weekdays from 7am to 6pm. Interior work that involves mechanical equipment, including compressors and generators, may be allowed on Saturdays between 9am and 6pm once the shell of the structure is completely enclosed, provided windows and doors remain closed. Non-noisy activities, such as site security, monitoring, weather protection shall not be limited by this condition. This condition may be modified through a Construction Noise Management Plan, required prior to issuance of a building permit as noted in condition #1.

Dated this _____ day of _____, 2015.

_____
City Council President

Legislation Details (With Text)

File #:	CB 118323	**Version:**	1	**Name:**	
Type:	Council Bill (CB)			**Status:**	Full Council Agenda Ready
				In control:	Education and Governance Committee
				Final action:	
Enactment date:				**Yes**	
Title:	AN ORDINANCE relating to the oath of office for Municipal Court judge; amending Seattle Municipal Code 3.33.120.				
Sponsors:	Tim Burgess				
Indexes:					
Attachments:	CB 118323: Fiscal Note				

Date	Ver.	Action By	Action	Result
2/4/2015	1	Education and Governance Committee	pass	Pass
2/2/2015	1	Full Council	referred	

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to the oath of office for Municipal Court judge; amending Seattle Municipal Code 3.33.120.

WHEREAS, the oath of office for Municipal Court judges differs from the oaths for all other elected officials of the City of Seattle; and

WHEREAS, the final section of the judges' oaths contains antiquated language connected to the unique historical context of the 1950s and is similar to loyalty oaths that have been held unconstitutional by the United States and Washington supreme courts;

NOW, THEREFORE;

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Seattle Municipal Code 3.33.120, last amended by Ordinance 113786, is amended as follows:

3.33.120 - Judges' oaths; bonds.

Every judge of the Municipal Court, before he or she enters upon the duties of his or her office, shall take and subscribe the following oath or affirmation: "I do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State of Washington, and that I will faithfully discharge the duties of the office of judge of the Municipal Court of The City of Seattle according to the best of my ability((~~; and I do further certify that I do not advocate, nor am I a member of an organization that advocates, the overthrow of the government of the United States by force or violence~~))." The oath shall be filed in the office of the County Auditor. He or she shall also give such bonds to the state and City for the faithful performance of his or her duties as may be by law or ordinance directed.

Passed by the City Council the ____ day of _____, 2015, and signed by me in open session in authentication of its passage this _____ day of _____, 2015.

_____

President _____of the City Council

Approved by me this ____ day of _____, 2015.

_____

Edward B. Murray, Mayor

Filed by me this ____ day of _____, 2015.

Monica Martinez Simmons, City Clerk

(Seal)

Form revised: February 26, 2014

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
LEG	Nate Van Duzer/4-8806	NA

Legislation Title: AN ORDINANCE relating to the oath of office for Municipal Court judge; amending Seattle Municipal Code 3.33.120.

Summary of the Legislation:
This legislation removes antiquated language from the oath of office for Seattle Municipal Court judges that is similar to loyalty oaths that have been held unconstitutional by the United States and Washington supreme courts.

Please check one of the following**:**

_X_ This legislation does not have any financial implications.

___ This legislation has financial implications.

Other Implications:

a) **Does the legislation have indirect financial implications, or long-term implications?**
No.

b) **What is the financial cost of not implementing the legislation?**
None.

c) **Does this legislation affect any departments besides the originating department?**
The legislation would change the oath of office administered to judges in the Seattle Municipal Court.

d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** None identified.

e) **Is a public hearing required for this legislation?**
No.

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

g) Does this legislation affect a piece of property?
No.

h) Other Issues:

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104

Legislation Details (With Text)

File #:	CF 314251	**Version:**	1	**Name:**	
Type:	Clerk File (CF)			**Status:**	Full Council Agenda Ready
				In control:	Education and Governance Committee
				Final action:	
Enactment date:				**Yes**	

Title: Reappointment of Jennifer A. Greenlee as Executive Director of the Civil Service Commission and of the Public Safety Civil Service Commission, for a term of confirmation to February 14, 2018.

Sponsors: Tim Burgess

Indexes:

Attachments: CF 314251: Notice of Appointment
CF 314251: Reappointment Letter
CF 314251: Resume

Date	Ver.	Action By	Action	Result
2/4/2015	1	Education and Governance Committee	confirm	Pass
2/2/2015	1	Full Council	referred	

Reappointment of Jennifer A. Greenlee as Executive Director of the Civil Service Commission and of the Public Safety Civil Service Commission, for a term of confirmation to February 14, 2018.

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City of Seattle
Notice of Appointment

Name: *Jennifer A. Greenlee*		☐ **Executive Appointment** ☒ **Reappointment** ☐ **Legislative Appointment** ☐ **Agency Appointment** ☐ **PDA Council** ☐ **PDA Constituency**
Residential Neighborhood: *Shoreline*	**Zip Code:** *98155*	**Contact Phone No.:** *206-233-7118*
Appointed to: *Executive Director, Civil Service Commissions*		**Date of Appointment:** *February 15, 2015*
Authority (Ord., Res.): *Ordinance 123744, Minutes of CSC/PSCSC Joint Special Meeting December 10, 2014*		**Term of Office:** **From:** *February 15, 2015* **To:** *February 14, 2018*

Background:

This is the reappointment of Jennifer Greenlee to the position of Executive Director for the Civil Service Commissions. Jennifer Greenlee is an experienced human resources professional with a distinguished career in public service. Her experience in public administration management includes investigations, legal proceedings, alternative dispute resolution, policy/legislative analysis, and supervisory experience. She holds a Juris Doctor degree from the University of Washington School of Law and is a member in good standing with the Washington State Bar Association. Ms. Greenlee holds Human Resources Certifications from the International Public Management Association for Human Resources, the Human Resources Certification Institute, and the Society for Human Resources Management.

Authorizing Signature:	**Name and Title of Officer Making Appointments:** *Christian Halliburton, Chair* *Public Safety Civil Service Commission*
Authorizing Signature:	**Name and Title of Officer Making Appointments:** *Eric de los Santos, Chair* *Civil Service Commission*

City of Seattle

CIVIL SERVICE COMMISSIONS

Civil Service Commission
Commission Chair Eric de los Santos
Commissioner Angelique M. Davis
Commissioner Steven A. Jewell

Public Safety Civil Service Commission
Commission Chair Christian M. Halliburton
Commissioner Joel A. Nark
Commissioner Sam Pailca

January 15, 2015

Honorable Tim Burgess, Council President
Seattle City Council
PO Box 34025
Seattle, WA 98124-4025

Dear Council President Burgess:

At the December 10, 2014 joint meeting of the Public Safety Civil Service and Civil Service Commissions, the Commissioners voted to reappoint Jennifer A. Greenlee to a second three year term as Executive Director effective February 15, 2015. The Commissioners commend Ms. Greenlee for providing exemplary service to the Civil Service Commissions.

Please follow up with Ms. Greenlee regarding any required paperwork.

Sincerely,

Christian M. Halliburton, Chair
Public Safety Civil Service Commission

Eric de los Santos, Chair
Civil Service Commission

Cc: Jennifer Greenlee, Executive Director
Janine DeRosa, Boards & Commissions Registry, City Clerk

Jennifer A. Greenlee
Jennifer.Greenlee@Seattle.gov
206-233-7118

SKILLS:

Legal Analysis
Negotiation/Facilitation/Mediation
Presentation/Training
Supervision/Management/Leadership
Investigation/Interviewing
Equal Employment Opportunity/Diversity
Human Resources/Employee Relations

LICENSES/CERTIFICATIONS:

Senior Certified Professional, Society for Human Resources Management, 2015.

Certified Professional, International Public Management Association for Human Resources, 2012.

Senior Professional in Human Resources, Human Resources Certification Institute, 2010.

Licensed Attorney, Washington State Bar Association, 1997.

VOLUNTEER/CIVIC INVOLVEMENT:

Board Member, Seattle Management Association, 2014.

Member/Graduate, Leadership Tomorrow, Class of 2014.

WSBA Representative July 2012 – Present, Civil Legal Aid Oversight Committee, Vice-Chair 2014. CLAOC Representative, Advisory Committee, Equal Justice Leadership Development Academy, 2012 – Present.

Mediator, Seattle Federal Executive Board, 2014 – Present.

Mediator/2014 Practicum Graduate, Inter-Local Conflict Resolution Group, King County Office of Alternative Dispute Resolution.

Jennifer Greenlee Resume

EMPLOYMENT:

February 2012 – Present, Executive Director
City of Seattle Civil Service Commissions, 700 5th Ave, PO Box 94729 Seattle, WA 98124.
206-233-7118

October 2008 – February 2012, Employee Relations Advisor
Seattle City Light, 700 5th Ave, PO Box 34023, Seattle, WA 98124.
206-684-3000

June 2006 – October 2008, Operations Manager,
WA State Human Rights Commission, 711 S. Capitol Way, Suite 402, Olympia, WA 98504.
800-233-3247.

August 2005 – May 2006, Housing Unit Supervisor,
WA State Human Rights Commission, 711 S. Capitol Way, Suite 402, Olympia, WA 98504.
800-233-3247.

March 2003- August 2005, Civil Rights Analyst,
City of Seattle Office for Civil Rights, 700 3rd Ave, Suite 250, Seattle, WA 98104.
206-684-4500.

March 2001- March 2003, Equal Opportunity Compliance Investigator 2,
WA State Human Rights Commission, 711 S. Capitol Way, Suite 402, Olympia, WA 98504.
800-233-3247.

January 1998 – March 2001, Support Enforcement Officer 1, 2, 3,
Department of Social & Health Services/Division of Child Support,
500 1st Ave South, Seattle, WA 98104.
206-341-7000.

EDUCATION:

University of Washington School of Law
Seattle, Washington
Juris Doctor, June 1997

Seattle University
Seattle, Washington
Bachelor of Science, Psychology, March 1992, Magna Cum Laude

PRESENTOR/TRAINER:

Coach, King County Supervisor/Conflict Resolution Training, 2013-2014.
Civil Service Overview, City of Seattle, New Employee/New Supervisor Orientations, 2012-2013.
EEO/ADA/FML Employee and Management Training, Seattle City Light, 2009-2012.
Snohomish/Island County Landlord/Tenant Seminars, Fall 2005, Spring/Fall 2006, Spring/Fall 2007
Tacoma Fair Housing Conference, Building the Foundation for Fair Housing, April 2007
Fair Housing Presentation for Coast Real Estate, November 2006
Make Your Workplace Discrimination Free for City Supervisors and Managers, April 2004
Fair Housing Workshop for Rental Housing Association of Puget Sound, March 2004
Fair Housing Presentation for ReMax Real Estate, January 2004
TRENDS Rental Housing Management Conference, 2003 & 2005
HUD sponsored Quarterly Fair Housing Training, 2002-2006
EEOC Technical Assistance Program Seminar, August 2003
HUD Harvesting Hope for Our Communities Conference, August 2003

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104

Legislation Details (With Text)

File #:	CF 314218	**Version:**	1	**Name:**	
Type:	Clerk File (CF)			**Status:**	Full Council Agenda Ready
				In control:	Committee on Housing Affordability, Human Services, and Economic Resiliency
				Final action:	
Enactment date:				**Yes**	

Title: Appointment of Alice Shobe as member, Housing Levy Oversight Committee, for a term of confirmation to December 31, 2016.

Sponsors: Sally Clark

Indexes:

Attachments: CF 314218: Appointment Packet

Date	Ver.	Action By	Action	Result
2/5/2015	1	Committee on Housing Affordability, Human Services, and Economic Resiliency	confirm	Pass
12/15/2014	1	Full Council	referred	

Appointment of Alice Shobe as member, Housing Levy Oversight Committee, for a term of confirmation to December 31, 2016.

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City of Seattle
Notice of Appointment

Name: Alice Shobe		**X Executive Appointment** ☐ **Reappointment** ☐ **Legislative Appointment** ☐ **Agency Appointment** ☐ **PDA Council** ☐ **PDA Constituency**
Residential Neighborhood: Queen Anne	**Zip Code:** 98119	**Contact Phone No.:** 206-805-6118
Appointed to: Housing Levy Oversight Committee		**Date of Appointment:** December 1, 2014
Authority (Ord., Res.): Ordinance 123013		**Term of Office:** **From:** Appointment **To:** December 31, 2016

FILED
CITY OF SEATTLE
2014 DEC -4 PM 4:53
CITY CLERK

Background:
Alice Shobe has held a variety of leadership positions in organizations supporting community development, housing and human services. As Executive Director of Building Changes, Alice leads a nonprofit intermediary organization that works throughout Washington to end homelessness through grant-making, capacity building, policy development and program evaluation. She was previously director of Sound Families, a Gates Foundation-funded public-private partnership that created 1,500 units of housing for homeless families. She also headed Philanthropy Northwest, a 180-member organization, and was deputy director of Impact Capital, where she managed operations including a $20.5 million community development loan fund. Alice is active in community organizations, and is currently a board member of the Washington Low Income Housing Alliance.

Authorizing Signature:	**Name and Title of Officer Making Appointments:** Mayor Edward B. Murray

BUILDING CHANGES
END HOMELESSNESS TOGETHER

2014 E. Madison, Suite 200
Seattle, WA 98122

P 206.805.6100
F 206.805.6101

BuildingChanges.org

Alice Shobe, Executive Director

P| 206.805.6118 E| Alice.Shobe@BuildingChanges.org

PROFESSIONAL EXPERIENCE:

Building Changes
Executive Director (2012 – present)
Deputy Director (2008 – 2011)

- Provide executive leadership of nonprofit intermediary organization in Washington State.
- Through grantmaking, capacity building, policy development and evaluation, seed and nurture system-wide change so that fewer people experience homelessness and those who do are quickly connected with housing and jobs.
- Implement all executive functions including fiscal oversight of $4 million annual operating budget and *Washington Families Fund* a $35 million public-private grant fund.

Sound Families
Director (2004 – 2008)

- Managed and implemented public-private partnership that created 1,500 new units of housing with services for homeless families in King, Pierce, and Snohomish Counties. As a City of Seattle employee, managed $40 million grant making program on behalf of the Bill & Melinda Gates Foundation, seven public jurisdictions, and seven housing authorities.

Philanthropy Northwest
CEO (2002 – 2004)
COO: (2001 – 2002)

- Led and represented membership association serving grantmakers and philanthropists in five northwestern states. Managed and oversaw all operations of 180+ member organization, employing five staff members, with a $1 million dollar annual operating budget.

Impact Capital
Deputy Director (2000-2001)

- Managed organizational operations. Oversaw all internal operations including managing $20.5 million loan fund and $2 million organizational capacity fund. Hired, trained, and supervised ten-member staff.

Washington Community Development Loan Fund
Executive Director (1998-2000)

- Chief Executive for nonprofit community development financial institution (CDFI). Increased loan fund pool from $4 to $17 million and implemented merger with two other organizations which resulted in creation of Impact Capital.

Washington Community Development Loan Fund
Senior Development Specialist (1994-1998)

- Senior loan officer for nonprofit community development financial institution. Provided technical assistance to borrowers and evaluated loan and capacity grant requests. Influenced public policy to benefit low-income housing and community development industry.

City of Kent, WA & A Regional Coalition for Housing (ARCH)
Housing, Human Services and Land Use Planner (1989-1994)

- Performed a variety of planning functions for suburban jurisdictions including housing and human services planning and funding and zoning code implementation and permit review.

SAMPLE PUBLICATIONS AND PRESENTATIONS:

National Alliance to End Homelessness, Conference Sessions: *Implementing Rapid Re-housing* 2013; *Introduction to Family Homelessness*, 2008; *Philanthropy's Role in Ending Family Homelessness*, 2004

Washington Coalition for the Homeless, Conference Session, *Public-Private Collaborations*, 2006

Housing Washington, Conference Session, *Evaluation: Using Data to Make a Difference*, 2005

ASAE & The Center for Association Leadership Magazine, Publication, *Weathering the Perfect Storm*, August 2003

Program for Early Parent Support (PEPS), Conference Session, *Housing & Infant Mortality*, 2004

National Philanthropy Day, Keynote Presentation, *The Spirit of Giving*, 2003

EDUCATION:

James Madison College at Michigan State University, B.A. Urban Policy

Results Based Facilitation Qualified Trainer, 2010

Annie E. Casey Foundation Children and Family Fellowship, Fellow, 2007 – 2008

MEMBERSHIPS AND AFFILIATIONS:

Washington Low Income Housing Alliance, Board Member, 2009- Present

Annie E. Casey Foundation Fellowship Network Steering Committee, Member, 2012- 2014

Beacon Development Group, Board Member, 2009- 2014

Seattle University, Center for Nonprofit and Social Enterprise Management, Visiting Community Member, 2006 – 2012

Plymouth Housing Group, Board Member, 2002 – 2006

Forum of Regional Associations of Grantmakers, Board Treasurer & Member, 2002 – 2004

Housing Development Consortium of Seattle King County, Board Treasurer & Member, 1998 – 2001

Feminist Women's Health Center, Board President & Member, 1993 - 1997

Housing Levy Oversight Committee

Thirteen members: Per Ordinance 123013, all subject to City Council confirmation

- 3 Appointed by Mayor: 2-year term, followed by 3-year terms
- 3 Appointed by Mayor: 3-year terms
- 1 City employee appointed by Mayor: 6 ½-year term
- 2 Appointed by City Council: 2-year term, followed by 3-year terms
- 3 Appointed by City Council: 3-year terms
- 1 City employee appointed by City Council: 6 ½-year term

D*	G	Position No.	Name	Appointed	Term Ends	Term #	Position	Appointed By
6	f	1	Leslie Price	8/14	12/16	1		Mayor
6	f	2	Tory Laughlin Taylor	12/14	12/16	1		Mayor
6	f	3	Alice Shobe	12/14	12/16	1		Mayor
1	f	4	Maiko Winkler-Chin	6/14	12/16	3		Mayor
6	m	5	Hal Ferris	7/13	6/15	2	Vice Chair	Mayor
6	m	6	Marty Kooistra	7/13	6/15	2		Mayor
1	m	7	Douglas Ito	12/14	12/16	1		Mayor
6	f	8	Traci Ratzliff	6/10	12/16	1		Council
6	f	9	Keri Williams	12/14	12/16	1		Council
6	m	10	Jonathan Grant	6/14	12/16	2		Council
6	f	11	Nicole Macri	2/14	6/15	2		Council
1	f	12	Josephine Tamayo Murray	2/14	6/15	3	Chair	Council
		13	vacant					Council

***Diversity**

	Men	Women	Vacant	Minority	(1) Asian-American	(2) African-American	(3) Hispanic Latino	(4) Native-American	(5) Other**	(6) Caucasian
Mayor	3	4		2	2					5
Council	1	4		1	1					4
Total	4	8		3	3					9

***Other includes diversity in any of the following: race, gender and/or ability*

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104

Legislation Details (With Text)

File #:	CF 314237	**Version:**	1	**Name:**	
Type:	Clerk File (CF)			**Status:**	Full Council Agenda Ready
				In control:	Committee on Housing Affordability, Human Services, and Economic Resiliency
				Final action:	
Enactment date:				**Yes**	

Title: Reappointment of Michael E. Heinisch as member, Pacific Hospital Preservation and Development Authority Governing Council, for a term of confirmation to December 31, 2017.

Sponsors: Sally Clark

Indexes:

Attachments: CF 314237: Appointment Packet

Date	Ver.	Action By	Action	Result
2/5/2015	1	Committee on Housing Affordability, Human Services, and Economic Resiliency	confirm	Pass
1/12/2015	1	Full Council	referred	

Reappointment of Michael E. Heinisch as member, Pacific Hospital Preservation and Development Authority Governing Council, for a term of confirmation to December 31, 2017.

powered by Legistar™

C.F. 314237

City of Seattle
Notice of Appointment

Name: **Michael Heinisch**		☐ **Appointment** ☒ **Reappointment** ☐ **Executive** ☐ **Legislative** ☐ **Agency** ☒ **PDA Council** ☐ **Other:**
Residential Neighborhood: Burien	**Zip Code:** 98166	**Contact Phone No.:** 253-859-0300
Appointed to: PHPDA Governing Council		**Date of Appointment:** January 1, 2015
Authority (Ord., Res.): SMC 3.110		**Term of Office:** **From:** Confirmation **To:** December 31, 2017

FILED
CITY OF SEATTLE
2014 DEC 22 PM 3:07
CITY CLERK

Comments:

Mike Heinisch is being reappointed to the Governing Council of Pacific Hospital Preservation & Development Authority. Mr. Heinisch been Executive Director of Kent Youth and Family Services since 1999. He previously worked at Highline West Seattle (now Navos) Mental Health Center as Director of the Children and Family Division and held several positions at Catholic Community Services. Mr. Heinisch has experience on several local boards, including United Way of King County, Communities In Schools, and Alliance of Nonprofits. Mr. Heinisch holds Masters of Counseling from Seattle University.

Authorizing Signature:	**Name and Title of Officer Making Appointments:** Kevin Fox, Chair, PHPDA Governing Council

Revised 5/13 (kp)

Resume

Michael E. Heinisch

Home: [redacted] [redacted]

Date of Birth: [redacted]
SSA: [redacted]
Marital Status: Married, one daughter

Education:

1986-87 **Qualified Chemical Dependency Counselor**
Seattle University, Seattle, Wa.

1984 **Masters of Counseling**
Seattle University, Seattle, Wa.

1981 **Undergraduate Psychology**
University of Washington, Seattle, Wa.

1977-79 **Teacher Certification**
University of Wisconsin - Parkside, Kenosha, Wi.

1975-76 **Masters of Divinity studies**
St. Francis School of Pastoral Ministry, Milwaukee, Wi.

1975 **Bachelor of Arts, Philosophy and Theology**
St. Francis College, Milwaukee, Wi.

Certification:

Department of Health: Health Care Professional Licenses
Washington, April 1989, #020703 MH30000445

National Board of Certified Counselors
National Board of Certification of Counselors, December, 1984, #13232

Children's Mental Health Specialist

Professional Experience:

2000 - Present **Executive Director, Kent Youth and Family Services**
Kent, Wa.

- Executive of a Youth and Family Services Association agency of 100+ staff
- Funding sources: HUD, DOJ, HHS, State of Washington, King County, City of Kent, City of Covington, Puget Sound Educational Services District, United Way of King County, King County Housing Authority

1993 - 2000 **Program Director, Children and Family Services**
Highline West Seattle Mental Health Center,
Burien, Wa

- Administrative and clinical supervision of 25 full time clinical staff
- Develop and manage an 18 agency network of provider agencies
- Participate on the Administrative Team managing an agency of approximately 300 staff providing services as a King County Prepaid Health Plan Vendor agency
- Manage contracts with Seattle Public Schools, Highline and Tukwila School Districts, Headstart and ECEAP
- Develop, manage, monitor annual program budgets

1992 - 93 **Co-Director Foster Care/Director Children's Hospital Alternative Program, Catholic Community Services, King County, Seattle**

- Administrative and clinical supervision of casework staff, traditional foster care placements

1989 - 93 **Director Children's Hospital Alternative Program**
Catholic Community Services, King County, Seattle

- Administrative and Clinical supervision of staff
- Maintain contracts: King County Regional Support Network (RSN); Division of Mental Health; Division of Children and Family Services
- Develop, manage, monitor annual budget
- Supervise graduate intern placement
- Participate, Management Team of Catholic Community Services, King County

1986 - 89 **Program Manager/Counseling,**
Catholic Community Services, Seattle/King County

- Administrative and Clinical supervision of staff
- Develop, manage, monitor annual budget
- Maintain and expand system of outreach counseling offices in parishes throughout King County
- Maintain contracts: FRS, Home Based Services, Division of Children and Family Services
- Developed program manual chemical dependency services. Obtained and maintained license, Division of Alcohol and Substance Abuse
- Supervise graduate intern placements
- Participate, Management Team of Catholic Community Services, King County

1983 - 86 **Therapist, Counterpoint Community Mental Health Center,**
Everett/Lynwood, Wa.

- Fulltime caseload of individual, marriage and family clients
- Domestic Violence and Anger Management group therapist

Board Experience:

20010 – Present	**United Way of King County Public Policy Impact Council** **Chair**
2008 –Present	**King County Mental Illness Drug Dependency (MIDD) Oversight Committee** **June 2011 - Present Co-Chair**
2001 – 2006	**King County Superior Court (Juvenile Division) Reclaiming Futures** Co-Chair Assessment Process Subcommittee
2002 – Present	**King County Alliance For Human Services** Co Chair
2003 – Present	**DCFS South King County Community Advisory Board** Chair
2004 – Present	**Safe and Bright Futures, Public Health Seattle King County** At-Large Seat
2003 – Present	**South King Council of Human Services** 2006 – 2009 Board President
2002 – Present	**Building Better Futures** Treasurer 2002-2010, President 2011
2004 – Present	**Kent School District 21st Century Community Learning Center** At Large Seat
2001 - Present	**Youth and Family Services Association of King County** Chairperson
2001 – 2003, 2011 Present	**City of Kent Human Services Commission** Agency Representative Seat
2002 - 2008	**United Way of King County** At Large Seat, Community Building Committee, Annual Campaign Cabinet, Finance Committee, Public Policy Committee
2001 - Present	**Executive Alliance (Alliance of Non Profits)** 2003 – 2004 Board President
2000 - 2002	**Kent Community Council for Youth** Board Treasurer
2002 - Present	**Kent Communities In Schools** Program Committee Chair
2005 – Present	**Seattle Foundation** Community Grantmaking Committee
1999 - 2000	**"Catch 21" Community Learning Center** Tyee High School, Chinook Middle School Highline School District At large position
1996 - 2001	**School Commission** St. Francis Grade School, Burien Chairperson, 1998 - 2001

1990 - 93	**Treatment Foster Care Association of Washington** At large position
1992 - 93	**Foster Parent Association of Washington** At large position

References:

Chief Ed Crawford
Kent Police Department
[redacted]

Robbie Rohr, Executive Director
[redacted]

Dr, Janice Lovelace

PACIFIC HOSPITAL PRESERVATION AND DEVELOPMENT AUTHORITY (PHPDA)

December 2014

9 members: serving 3-year staggered terms, all subject to City Council confirmation

- 4 Appointed by PHPDA Governing Council
- 4 Appointed by Mayor
- 1 Appointed by King County Executive

R/E	G	Name	1st Appointed	Last Appointed	Term Ends	Proposed Term End	Term #	Position	Appointed By
6	M	Kevin Fox	Jan 2006	Jan 2012	12/31/14		3rd	Chair	Mayor
6	M	Mike Heinisch	Jan 2012	Jan 2012	12/31/14	12/31/17	1st	Vice Chair	Governing Council
6	M	Nate Dreon	June 2012	June 2012	12/31/15		1st	Treasurer	County Exec
6	F	Judy Tobin	June 2012	June 2012	12/31/15		2nd	Secretary	Governing Council
6	M	Marc Provence	Jan 2009	Jan 2012	12/31/14	12/31/17	2nd	Member	Mayor
2	M	Tony Mclean	Jan 2014	Jan 2014	12/21/16		1st	Member	Governing Council
2	F	Rhonda Berry	Jan 2014	Jan 2014	12/21/16		1st	Member	Mayor
1	F	Diane Narasaki	Jan 2013	Jan 2013	12/21/15		1st	Member	Mayor
6	F	Nancy Sugg	Feb 2014	Feb 2014	12/31/16		1st	Member	Governing Council

Diversity

	Men	Women	Vacant	Minority	(1) Asian-American	(2) African-American	(3) Hispanic Latin@	(4) Native-American	(5) Other*	(6) Caucasian
Mayor	2	2		2	1	1				2
Council	2	2		1		1				3
County Exec	1									1
Total	*5*	*4*		*3*	*1*	*2*				*6*

**Other includes diversity in any of the following: race, gender and/or ability*

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104

Legislation Details (With Text)

File #:	CF 314241	**Version:**	1	**Name:**	
Type:	Clerk File (CF)			**Status:**	Full Council Agenda Ready
				In control:	Committee on Housing Affordability, Human Services, and Economic Resiliency
				Final action:	
Enactment date:				**Yes**	

Title: Appointment of Doris W. Koo as member, Pacific Hospital Preservation and Development Authority Governing Council, for a term of confirmation to December 31, 2017.

Sponsors: Sally Clark

Indexes:

Attachments: CF 314241: Appointment Packet

Date	Ver.	Action By	Action	Result
2/5/2015	1	Committee on Housing Affordability, Human Services, and Economic Resiliency	confirm	Pass
1/20/2015	1	Full Council	referred	

Appointment of Doris W. Koo as member, Pacific Hospital Preservation and Development Authority Governing Council, for a term of confirmation to December 31, 2017.

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C.F. 314241

City of Seattle
Notice of Appointment

Name: Doris W. Koo		(X) Appointment ☐ Reappointment (X) Executive ☐ Legislative ☐ Agency ☐ PDA Council ☐ Other:
Residential Neighborhood: Lake City	**Zip Code:** 98125	**Contact Phone No.:** 206-849-3530
Appointed to: Pacific Hospital PDA Governing Council		**Date of Appointment:**
Authority (Ord., Res.): SMC 3.110		**Term of Office:** 3-year Term **From:** Confirmation **To:** December 31, 2017

Comments:

Doris Koo is Executive Director of the Yesler Community Collaborative as nonprofit that brings together partners and residents to promote the collective voice, vibrancy and sustainability of the Yesler neighborhood and surrounding communities. Prior to the Yesler Community Collaborative, Ms. Koo worked for Enterprise Community Partners (Columbia, Maryland) from 2001 to 2013 in a variety of roles, including President and Chief Executive Officer, in support of affordable housing development and finance, advocacy and community development. Doris' work experience includes Director of Development and Deputy Executive Director at the Seattle Housing Authority (1994-2001) and Fremont Public Association as Senior Housing Developer (1992 – 1994).

Ms. Koo's community involvement includes Board of Directors (AARP), Investment Committee of the Russell Family Foundation, Washington State Infrastructure Financing Task Force and Board of Directors of the National Low Income Housing Alliance Coalition.

This is Ms. Koo's first term.

Authorizing Signature:	**Name and Title of Officer Making Appointments:** Edward B. Murray Mayor of Seattle

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CITY OF SEATTLE
2015 JUN 13 PM 3:40
CITY CLERK

Revised 5/13 (kp)

DORIS W. KOO

[redacted]

EXPERIENCE

May 2014 to present
Yesler Community Collaborative, Seattle, Washington
Executive Director

Led the planning and start-up of Yesler Community Collaborative, a Washington State nonprofit organization that brings together partners and residents to promote the collective voice, vibrancy and sustainability of the Yesler neighborhood and surrounding communities. Since launching in June, YCC has raised $700,000 and is currently putting the activities of residents and more than 50 partners from the education, health care, housing, business, arts, conservation, government and philanthropic sectors into a strategic framework to identify shared interests, needs and opportunities for coordination.

January 2001 to December 2013
Enterprise Community Partners, Columbia, Maryland

Served in a variety of executive roles including that of president and CEO. Enterprise Community Partners is a leading national nonprofit specializing in affordable housing development and finance, advocacy and community development. Since 1982, Enterprise has raised and invested nearly $16 billion in equity, grants and loans to help build or preserve nearly 320,000 affordable rental and for-sale homes to create vital communities and more than half a million jobs nationwide.

January 2011 – December 2013: Senior Advisor

- Serve as strategic advisor to the Enterprise leadership team.
- Lead the newly created Enterprise Advisors as its founding president. Enterprise Advisors utilizes a national network of seasoned practitioners to provide "go-anywhere" strategic consulting and technical assistance to local governments, civic leadership and nonprofit partners.

January 2007 – December 2010: President and Chief Executive Officer

- Led the organization through a planned transition from long-time chairman and chief executive officer F. Barton Harvey III.
- Worked with board leadership on board recruitment and succession planning, including setting term limits, enhanced committee structures and other governance issues.
- Developed and began implementation of five year strategic plan (2009-2013).

- Guided organization through the deepest housing and financial crises in a generation to continue providing capital, policy and program solutions to our nation's underserved communities.

2006 – 2007: Executive Vice President
2002 – 2005: Senior Vice President
2001 – 2002: Vice President, Western Region

February 1994 to January 2001
Seattle Housing Authority, Seattle, Washington

1998 – 2001: Deputy Executive Director
1994 – 1998: Director of Development

- Led four successful and award-winning HOPE VI redevelopment efforts in Seattle, Washington. Secured $135 million in federal grants to leverage $800 million in public and private development capital; produced and preserved 4,500 affordable homes for families and individuals earning at or below 50 percent area median income.
- Oversaw municipal bond financing and asset and portfolio management.

September 1992 to January 1994
Fremont Public Association, Seattle, Washington
Senior Housing Developer

- Assembled financing and managed affordable housing development pipeline totaling $30 million. Projects included service-enriched housing for homeless and special needs residents.

September 1984 – June 1992
Asian Americans for Equality, New York, New York

Founding Executive Director

- Transformed Asian Americans for Equality from an all-volunteer, community-based grassroots organization into the largest owner and developer of low-income housing in New York City's Chinatown and Lower Eastside.
- Created local community development financial institutions (CDFI) to provide low-cost lending capital to small businesses and homeowners.
- Built organizational infrastructure, board capacity and a professional staff to sustain and amplify the organization's founding mission and values.

1981 – 1984
LaGuardia Community College, Long Island City, New York
Director, Extended Day Program

- Coordinated evening degree program and expanded course offerings and support services for working adults.

EDUCATION

University of Chicago, Chicago, IL
Master of Arts in Social Service Administration 1975

University of Wisconsin, Madison, WI
Bachelors of Arts in Sociology 1973

ADDITIONAL INFORMATION

Board of Directors, AARP, 2014 - present
Board of Directors, Catalyst Community Developments Society, Vancouver, British Columbia, 2014 - present
Board of Directors, AARP Foundation, 2012 to 2014
Investment Committee, The Russell Family Foundation, 2011 – 2012
Washington State Infrastructure Financing Task Force, 2011
Founding board member, Emerald Cities Collaborative, 2008 – 2010
Board of directors, National Low Income Housing Coalition, 2007-2010
Founding board member, National Coalition for Asian Pacific American Community Development, 1999 -- 2001

PACIFIC HOSPITAL PRESERVATION AND DEVELOPMENT AUTHORITY (PHPDA)

January 2015

9 members: serving 3-year staggered terms, all subject to City Council confirmation

- 4 Appointed by PHPDA Governing Council
- 4 Appointed by Mayor
- 1 Appointed by King County Executive

R/E	G	Name	1st Appointed	Last Appointed	Term Ends	Proposed Term End	Term #	Position	Appointed By
1	F	Doris Koo	Jan 2015	Jan 2015	12/31/17		1st	Member	Mayor
6	M	Mike Heinisch	Jan 2012	Jan 2012	12/31/14	12/31/17	2nd	Chair	Governing Council
6	M	Nate Dreon	June 2012	June 2012	12/31/15		1st	Treasurer	County Exec
6	F	Judy Tobin	June 2012	June 2012	12/31/15		2nd	Secretary	Governing Council
6	M	Rich Nafziger	Jan 2015	Jan 2015	12/31/17		1st	Member	Mayor
2	M	Tony Mclean	Jan 2014	Jan 2014	12/21/16		1st	Member	Governing Council
2	F	Rhonda Berry	Jan 2014	Jan 2014	12/21/16		1st	Member	Mayor
3	F	Eleanor Menzies*	Jan 2015	Jan 2015	12/31/16	12/31/16	1st	Member	Mayor
6	F	Nancy Sugg	Feb 2014	Feb 2014	12/31/16		1st	Vice Chair	Governing Council

**Filling the remainder of the unexpired term of Diane Narasaki.*

Diversity**

	Men	Women	Vacant	Minority	(1) Asian-American	(2) African-American	(3) Hispanic Latin@	(4) Native-American	(5) Other*	(6) Caucasian
Mayor	1	3		3	1	1	1			1
Council	2	2		1		1				3
County Exec	1									1
Total	*4*	*5*		*4*	*1*	*2*	*1*			*5*

***Other includes diversity in any of the following: race, gender and/or ability*

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104

Legislation Details (With Text)

File #:	CF 314242	**Version:**	1	**Name:**	
Type:	Clerk File (CF)			**Status:**	Full Council Agenda Ready
				In control:	Committee on Housing Affordability, Human Services, and Economic Resiliency
				Final action:	
Enactment date:				**Yes**	

Title: Appointment of Eleanor J. Menzies as member, Pacific Hospital Preservation and Development Authority Governing Council, for a term of confirmation to December 31, 2016.

Sponsors: Sally Clark

Indexes:

Attachments: CF 314242: Appointment Packet

Date	Ver.	Action By	Action	Result
2/5/2015	1	Committee on Housing Affordability, Human Services, and Economic Resiliency	confirm	Pass
2/3/2015	1	Full Council	referred	

Appointment of Eleanor J. Menzies as member, Pacific Hospital Preservation and Development Authority Governing Council, for a term of confirmation to December 31, 2016.

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C.F. 314242

City of Seattle
Notice of Appointment

Name: Eleanor 'Ellie' Menzies	(X) **Appointment** ☐ **Reappointment** (X) **Executive** ☐ **Legislative** ☐ **Agency** ☐ **PDA Council** ☐ **Other:**
Residential Neighborhood: Central District / **Zip Code:** 98122	**Contact Phone No.:** (206) 660-8163 (cell)
Appointed to: Pacific Hospital PDA Governing Council	**Date of Appointment:**
Authority (Ord., Res.): SMC 3.110	**Term of Office:** Remainder of 3-year Term **From:** Confirmation **To:** December 31, 2016

Comments:

Eleanor 'Ellie' Menzies is retired after working 25 years as Legislative Director of SEIU Healthcare 1199NW. Ms. Menzies has worked at the state level on many healthcare policy issues including helping to establish the successful SEIU 1199NW multi-employer training Fund. Ms. Menzies has an extensive background and experience in mental health and chemical dependency issues that includes working 3 years in the Mental Health and Chemical Dependency Department at Group Health Cooperative. In 1972, Ms. Menzies was one of the founders of the Open Door Women's Clinic.

Ms. Menzies graduated from the University of Washington with a degree in History and Communications. She has resided in Seattle since 1968 and now lives in the Central District.

This appointment represents Ms. Menzies' first term and fills out the remainder of Diane Narasaki's unexpired term.

Authorizing Signature:	**Name and Title of Officer Making Appointments:** Edward B. Murray Mayor of Seattle

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CITY OF SEATTLE
2015 JAN 13 PM 3:40
CITY CLERK

Revised 5/13 (kp)

Eleanor J Menzies

[redacted]

Experience

January 2006-March 2014 — Legislative Director/Lobbyist
SEIU Healthcare 1199NW

Represented 26,000 healthcare workers of nearly all job classes in hospitals, clinics, community mental health centers and state nurses in DSHS and DOH . Responsible for legislative agenda development and lobbying in Olympia. Worked with our member advocates to lobby for funding for Healthcare and Human Services. Advocated for patient and staff health and safety through safe lifting legislation and limits to mandatory overtime in hospitals. Lobbied and testified for tax reform to raise revenue. Secured permanent funding in budget for career ladder training (HEET Grants) in partnership with hospitals and community colleges. Member of Healthy WA Coalition in support of healthcare access and reform. Worked in many coalitions to raise issues and coordinated testifying in committees.

2004-2005 — Legislative Director/Lobbyist
SEIU WA State Council

Focused on SEIU statewide legislative agenda in Olympia.

January 2000 -2003 — Executive Director
SEIU WA State Council

Managed the operations of the SEIU State Council. Responsible for coordinating strategic agendas for politics & legislation for the combined SEIU Locals in Washington State. Reported to the Presidents of the Locals to set agendas and develop strategic plans. Coordinated and led meetings of local staff on joint political campaigns and legislative issues. Worked with coalition partners from Labor & community allies, I was one of the original founders of the WA State Budget and Policy Center.

January 1989 -2000 — Organizer/Legislative Director/Lobbyist
SEIU Healthcare 1199NW

Organized and lobbied for Registered Nurse members of the Union who worked for the State in DSHS and DOH. Negotiated with DSHS Secretaries as well as Executives from Mental Health, Developmental Disabilities and Long Term Care Divisions to improve conditions at work for staff. Worked on healthcare professional issues with the Dept. of Health including the WA

State Nursing Commission. Lobbied in the State Legislature with and on behalf of members union wide on issues related to healthcare policy and the budget. Met with State Agency leaders and staff to develop and advance legislative policy, participated in negotiations, advisory committees, and rulemaking processes .

Community Service

Washington Community Action Network Board member. 1995-2014
WA Budget and Policy Center – founding Board member 2003-2005
Healthy WA Coalition – Executive Committee until 2014

Education

University of Washington BA in History and Communications

PACIFIC HOSPITAL PRESERVATION AND DEVELOPMENT AUTHORITY (PHPDA)

January 2015

9 members: serving 3-year staggered terms, all subject to City Council confirmation

- 4 Appointed by PHPDA Governing Council
- 4 Appointed by Mayor
- 1 Appointed by King County Executive

R/E	G	Name	1st Appointed	Last Appointed	Term Ends	Proposed Term End	Term #	Position	Appointed By
1	F	Doris Koo	Jan 2015	Jan 2015	12/31/17		1st	Member	Mayor
6	M	Mike Heinisch	Jan 2012	Jan 2012	12/31/14	12/31/17	2nd	Chair	Governing Council
6	M	Nate Dreon	June 2012	June 2012	12/31/15		1st	Treasurer	County Exec
6	F	Judy Tobin	June 2012	June 2012	12/31/15		2nd	Secretary	Governing Council
6	M	Richard Nafziger	Jan 2015	Jan 2015	12/31/17		1st	Member	Mayor
2	M	Tony Mclean	Jan 2014	Jan 2014	12/21/16		1st	Member	Governing Council
2	F	Rhonda Berry	Jan 2014	Jan 2014	12/21/16		1st	Member	Mayor
3	F	Eleanor Menzies*	Jan 2015	Jan 2015	12/31/16	12/31/16	1st	Member	Mayor
6	F	Nancy Sugg	Feb 2014	Feb 2014	12/31/16		1st	Vice Chair	Governing Council

**Filling the remainder of the unexpired term of Diane Narasaki.*

Diversity**

	Men	Women	Vacant	Minority	(1) Asian-American	(2) African-American	(3) Hispanic Latin@	(4) Native-American	(5) Other*	(6) Caucasian
Mayor	1	3		3	1	1	1			1
Council	2	2		1		1				3
County Exec	1									1
Total	*4*	*5*		*4*	*1*	*2*	*1*			*5*

***Other includes diversity in any of the following: race, gender and/or ability*

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104

Legislation Details (With Text)

File #:	CF 314243	**Version:**	1	**Name:**	
Type:	Clerk File (CF)			**Status:**	Full Council Agenda Ready
				In control:	Committee on Housing Affordability, Human Services, and Economic Resiliency
				Final action:	
Enactment date:				**Yes**	

Title: Appointment of Richard Nafziger as member, Pacific Hospital Preservation and Development Authority Governing Council, for a term of confirmation to December 31, 2017.

Sponsors: Sally Clark

Indexes:

Attachments: CF 314243: Appointment Packet

Date	Ver.	Action By	Action	Result
2/5/2015	1	Committee on Housing Affordability, Human Services, and Economic Resiliency	confirm	Pass
1/20/2015	1	Full Council	referred	

Appointment of Richard Nafziger as member, Pacific Hospital Preservation and Development Authority Governing Council, for a term of confirmation to December 31, 2017.

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City of Seattle
Notice of Appointment

Name: Richard Nafziger		**(X) Appointment** **( ) Reappointment** **(X) Executive** **☐ Legislative** **☐ Agency** **☐ PDA Council** **☐ Other:**
Residential Neighborhood: Whittier Heights	**Zip Code:** 98117	**Contact Phone No.:** (206) 296-6967
Appointed to: PHPDA Governing Council		**Date of Appointment:**
Authority (Ord., Res.): SMC 3.110		**Term of Office:** 3-year Term **From:** Confirmation **To:** December 31, 2017

Comments:

Rich Nafziger is Assistant Professor for the Institute for Public Service at Seattle University. Rich teaches policy and economic at Seattle University's MPA program (2011 to Present). Rich previously served as Executive Director, Partnerships and Economic Development for the Seattle Community College District (2009 to 2011). Rich has a 40 year career in public policy and governmental organizations having served as Chief of Staff to the WA. Senate Democratic Caucus (2007 to 2009); Chief Clerk to the WA House of Representative (2003 to 2007); and various other organizations in the state of Washington and Washington D.C.

Rich's community service includes being on the Board of Trustees of the SEIU Training Partnership, the Seattle Jobs Initiative, Seattle Port Jobs, Board President of the Olympia School District, and Olympia Drop-out Prevention Task Force.

Mr. Nafziger has a Bachelor's degree from Macalester College, St. Paul, MN and a Masters of Arts in Economics from the New School for Social Research, New York, NY.

This appointment will represent Mr. Nafziger's first term.

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CITY OF SEATTLE
2015 JUN 13 PM 3:41
CITY CLERK

Authorizing Signature:	**Name and Title of Officer Making Appointments:** Edward B. Murray Mayor of Seattle

Richard Nafziger
[redacted]

Experience

January 2011-present **Assistant Professor**
Institute for Public Service
Seattle University

Teach public policy and economics at the Master of Public Administration Program at Seattle University. Teach economics, behavioral economics, public finance, policy analysis, foundations of public administration. Direct the Policy Incubator Competition where students compete to create new applications to solve thorny policy problems. Currently working on the funding for a Seattle University Center for Public Leadership.

November 2009- 2011 **Executive Director**
Partnerships and Economic Development
Seattle Community College District

Responsible for advocacy and outreach to City, County, State and Federal Government as well as building partnerships with Seattle business, labor, community-based organizations and foundations.

2007-2009 **Chief of Staff**
Washington State Senate Democratic Caucus

Managed staff of 22 policy analysts, attorneys and public information officers as well as 31 legislative assistants for the Senate Democratic Caucus. Worked with State Senators to sets agendas, organize caucus retreats, leadership meetings and caucus events. Set an annual caucus plan and assist leadership and members in stakeholder and political strategies. Established industry roundtables as a forum for leaders in key industries to meet regularly with leaders of the state's major industries. Developed a new media model for the caucus communications shop. Did polling with allies pollsters to review public opinion on budget and tax issues.

2003-2007 Chief Clerk
Washington House of Representatives

Chief administrator of the Washington House of Representatives. Managed 350 staff with an annual budget of $32 million per year. Initiated first effort in the nation to develop a strategic plan for a legislative body. Initiated Online Web Dialogues as a way for legislative committees to induce more public participation in the legislative process. In addition to administrative responsibilities also acted as adviser to House leadership on K12 and Higher education policy. .

2001-2003 Director of Workforce Education
State Board for Community and Technical Colleges

Responsible for developing workforce education policy for Community and Technical Colleges in the state of Washington as well as managing state and federal programs including; Work First training, Centers of Excellence, Worker Retraining, Perkins, Tech Prep, Job skills, high demand, and other programs. Developed and implemented the "Centers of Excellence" program for the state as well as the performance funding model for WorkFirst. Did a major analysis of key clusters in the state and their link to job growth and business needs. Established a website through the Association of Washington Business to link employers to job specific training in each area of the state.

1997-2001 Policy Advisor for Higher Education, Labor and Workforce Education to Governor Gary Locke.

Responsible for advising Governor Locke on higher education policy. Worked closely, on behalf of the Governor on developing and implementing a major farm worker housing initiative. Worked closely with the high tech community on higher education issues. Served as chair for the Workforce Education and Training Coordination Board. Wrote the Executive Order implementing the Workforce Investment Act in Washington State and created the "Skills Panel" program by securing legislative funding and creating specific projects in agriculture and high technology. Helped develop the Training Benefits Program to provide unemployment benefits for up to two years for unemployed workers who are in retraining.
Salary $80,000

1995-1997 Staff Director, House Democratic Caucus
Washington House of Representatives

Managed staff of 60 for the House Democratic Caucus. Served as political adviser to minority leadership.

1993-1995 Research Director
Service Employees International Union
Washington, D.C.

Served as research director for the nation's largest union. Directed a staff of 23 to assist local unions in collective bargaining, organizing and political advocacy. Developed a major industry analysis strategy for collective bargaining and organizing.

1988-1993 Special Assistant for Forest and Rural Development to Governor Booth Gardner

Created the "Governor's Timber Team" to help rural communities respond to timber related layoffs. The team was a unique effort to coordinate state, federal and nonprofit programs to help communities to respond to major layoffs in the timber industry. Work included developing a major economic development strategy for specific communities and coordinating outreach to impacted workers and families. Created the Timber Retraining Benefits as well as the Timber FTE program at the Community and Technical College Board. Lobbied Congress and the Federal administration for assistance to rural communities and impacted workers. Appointed to the Spotted Owl Recovery Team by Secretary of Interior Manuel Lujan.

1983-1988 Fiscal Analyst, Office of Program Research and Policy Director, Washington House of Representatives

Nonpartisan fiscal analyst for the House Ways and Means Committee. Responsible for policy and research in the areas of taxation, economic development and education.

1978-1982 Economist, Tanzer Economic Associates
New York, New York

Economist with an international consulting firm which advised developing countries and the State of Alaska on minerals and petroleum policies. Developed a computer program to analyze internal rate of return for oil wells. Did a review of the history of oil refinery nationalizations for the government of Jamaica and oil royalty auctions for Alaska.

1975-1977 Research Director
American for Indian Opportunity
Washington D.C.

Organized research for Native American advocacy group on tribes and natural resources. Work included a series of conferences on tribes and natural resources as well as research on forestry and mineral management on tribal lands.

Education

1975 BA Macalester College
St. Paul, Minnesota

1980 MA New School For Social Research
New York, New York in Economics

Community Service

Board of Trustees, SEIU Training Partnership (2012 to present)
Board of Directors, Seattle Jobs Initiative 1998-2002 and 2009-2014
Board of Directors, Seattle Port Jobs, January 2011 - present
Served as a director and board president of the Olympia School District 2003-2009
Served as member of the Thurston County Regional Planning Board 2003-2009
Member of Washington States Statutes and Law Committee 2004-2008
Co-Chair, Olympia Drop-out Prevention Task Force. 2005-2008

PACIFIC HOSPITAL PRESERVATION AND DEVELOPMENT AUTHORITY (PHPDA)

January 2015

9 members: serving 3-year staggered terms, all subject to City Council confirmation

- 4 Appointed by PHPDA Governing Council
- 4 Appointed by Mayor
- 1 Appointed by King County Executive

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6	F	Nancy Sugg	Feb 2014	Feb 2014	12/31/16		1st	Vice Chair	Governing Council

**Filling the remainder of the unexpired term of Diane Narasaki.*

Diversity**

	Men	Women	Vacant	Minority	(1) Asian-American	(2) African-American	(3) Hispanic Latin@	(4) Native-American	(5) Other*	(6) Caucasian
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Total	*4*	*5*		*4*	*1*	*2*	*1*			*5*

***Other includes diversity in any of the following: race, gender and/or ability*

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104

Legislation Details (With Text)

File #:	CF 314249	**Version:**	1	**Name:**	
Type:	Clerk File (CF)			**Status:**	Full Council Agenda Ready
				In control:	Committee on Housing Affordability, Human Services, and Economic Resiliency
				Final action:	
Enactment date:				**Yes**	

Title: Reappointment of Johnny Bianchi as member, Seattle Investment Fund LLC Advisory Board, for a term of confirmation to December 31, 2017.

Sponsors: Sally Clark

Indexes:

Attachments: CF 314249: Appointment Packet

Date	Ver.	Action By	Action	Result
2/5/2015	1	Committee on Housing Affordability, Human Services, and Economic Resiliency	confirm	Pass
2/2/2015	1	Full Council	referred	

Reappointment of Johnny Bianchi as member, Seattle Investment Fund LLC Advisory Board, for a term of confirmation to December 31, 2017.

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City of Seattle
Notice of Appointment

Name: **Johnny Bianchi**		☐ **Executive Appointment** ☒ **Reappointment** ☐ **Legislative Appointment** ☐ **Agency Appointment** ☐ **PDA Council** ☐ **PDA Constituency**
Residential Neighborhood: *N/A*	**Zip Code:**	**Contact Phone No.:**
Appointed to: *Seattle Investment Fund LLC Advisory Board*		**Date of Appointment:** *January 15, 2015*
Authority (Ord., Res.): *Council Bill 116843*		**Term of Office:** **From:** *January 15, 2015* **To:** *December 31, 2017*
Background: Resume Attached		
Authorizing Signature:		**Name and Title of Officer Making Appointments:** Mayor Edward B. Murray

FILED
CITY OF SEATTLE
2015 JAN 21 PM 2:15
CITY CLERK

Johnny Bianchi

Johnny Bianchi is Vice President Operations of B&G Machine and has worked for the company since 1991. In his role as VP of Operation, his focus is on streamlining operations, improving efficiency and maintaining quality standards from top to bottom.

Johnny has an undergraduate degree from Gonzaga and an MBA from Seattle University. Johnny also holds a seat on the Manufacturing and Industrial Council of Seattle.

Seattle Investment Fund LLC Advisory Board

Seven members: Per Mayor, all subject to City Council confirmation, 3-year terms

D*	G	Position No.	Name	B&C Title	Appointed	Term Ends	Term #	Appointed By
6	M	1	Barry Blanton	Member	2/5/13	12/31/15	1	Mayor
6	M	2	Johnny Bianchi	Member	1/15/15	12/31/17	3	Mayor
2	M	3	Derryl Durden	Member	2/5/13	12/31/15	1	Mayor
		4	Vacant	Member			1	Mayor
		5	Vacant	Member			1	Mayor
1	F	6	Shaiza Damji	Member	1/15/15	12/31/17	3	Mayor
1	M	7	Tony To	Member	2/5/13	12/31/15	2	Mayor

***Diversity**

	Men	Women	Vacant	Minority	(1) Asian-American	(2) African-American	(3) Hispanic Latin@	(4) Native-American	(5) Other**	(6) Caucasian
Total	*4*	*1*	*2*	*3*	*2*	*1*	*0*	*0*	*0*	*2*

***Other includes diversity in any of the following: race, gender and/or ability*

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104

Legislation Details (With Text)

File #:	CF 314250	**Version:**	1	**Name:**	
Type:	Clerk File (CF)			**Status:**	Full Council Agenda Ready
				In control:	Committee on Housing Affordability, Human Services, and Economic Resiliency
				Final action:	
Enactment date:				**Yes**	

Title: Reappointment of Shaiza Damji as member, Seattle Investment Fund LLC Advisory Board, for a term of confirmation to December 31, 2017.

Sponsors: Sally Clark

Indexes:

Attachments: CF 314250: Appointment Packet

Date	Ver.	Action By	Action	Result
2/5/2015	1	Committee on Housing Affordability, Human Services, and Economic Resiliency	confirm	Pass
2/2/2015	1	Full Council	referred	

Reappointment of Shaiza Damji as member, Seattle Investment Fund LLC Advisory Board, for a term of confirmation to December 31, 2017.

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City of Seattle
Notice of Appointment

Name: **Shaiza Damji**		☐ **Executive Appointment** ☒ **Reappointment** ☐ **Legislative Appointment** ☐ **Agency Appointment** ☐ **PDA Council** ☐ **PDA Constituency**
Residential Neighborhood: *N/A*	**Zip Code:**	**Contact Phone No.:**
Appointed to: *Seattle Investment Fund LLC Advisory Board*		**Date of Appointment:** *January 15, 2015*
Authority (Ord., Res.): *Council Bill 116843*		**Term of Office:** **From:** *January 15, 2015* **To:** *December 31, 2017*
Background: Resume Attached		
Authorizing Signature:		**Name and Title of Officer Making Appointments:** *Mayor Edward B. Murray*

FILED
CITY OF SEATTLE
2015 JAN 21 PM 2:15
CITY CLERK

Revised 5/11

SHAIZA DAMJI

EDUCATION

HARVARD LAW SCHOOL, J.D., 1995
Honors: *cum laude*
Experience: Harvard Legal Aid Bureau, student counsel
Harvard Human Rights Journal, editor

YALE UNIVERSITY, B.A. History, 1991
Honors: *summa cum laude*, Phi Beta Kappa, Berkeley College Seymour Prize for Excellence in the Humanities, Distinction in History
Study Abroad: University of London, London, England, Winter and Spring, 1990
Institute of European Studies, Paris, France, Summer 1989

EXPERIENCE

360 Degree Hotel Group, Ltd., Lynnwood, Washington
Managing Director 2007 - present
Vice President and General Counsel August 1999 – January 2007
Oversee the assets and finances of company four hotels that are owned, operated and managed by the company. Responsible for strategic growth of company. Oversee new hotel development; explore hotel development opportunities and interact with franchise companies. Responsible for obtaining and maintaining financing; coordinating with financial institutions.

CLEARY, GOTTLIEB, STEEN & HAMILTON, New York, New York
Associate November 1995 – August 1999
Summer Associate Summer 1994
Handled various aspects of international and U.S. business and legal transactions, including structuring and negotiating joint ventures, investment funds and acquisitions and drafting stock purchase agreements and secured loan agreements. Represented sellers and bidders in auctions of strategic interests in companies. Represent pro bono clients in asylum and family law matters.

LAWYERS COMMITTEE FOR HUMAN RIGHTS, New York, New York
Summer Associate, Refugee Project Summer 1993
Held responsibilities in international refugee policy and individual asylum representation departments. Performed research, investigated evidence and developed strategy for petition for writ of habeas corpus for client in exclusion (deportation) proceedings. Conducted intake interviews with prospective clients in order to evaluate political asylum claims.

AGA KHAN FOUNDATION and CANADIAN INTERNATIONAL DEVELOPMENT AGENCY, Gujarat, India
Fellowship in International Development Management 1991-1992
Assisted in planning and implementing projects for *Mahiti*, an Indian rural development organization that targets women as agents of socio-economic change. Interviewed individuals and focus groups in two villages for comparative study of the rural household economy. Drafted project proposals for government funding.

VOLUNTEER BOARDS

- UW Medicine – Northwest Hospital and Medical Center – Member of Board of Trustees 2007- present (also serve on Quality Standards Committee)
- Aga Khan Council for the USA – 2009 - present
- Future of Flight Foundation – 2011 to present
- Washington State Tourism Commission – appointed by Governor Gregoire October, 2010 until disbanding of commission in June 2011

- Washington Lodging Association – Board Member 2000-2007 (Chairperson 2005-2006)
- Seattle Hotel Association – Board Member 2004-2010
- Represented Northgate Chamber of Commerce on Northgate Stakeholders Group 2003-2009

INTERESTS Languages include French, Spanish (working knowledge), Gujarati and Kutchi
Traveled extensively through South and Southeast Asia, Europe, Morocco, Kenya and South Africa.

Seattle Investment Fund LLC Advisory Board

Seven members: Per Mayor, all subject to City Council confirmation, 3-year terms

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***Other includes diversity in any of the following: race, gender and/or ability*

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104

Legislation Details (With Text)

File #:	CB 118320	**Version:**	1	**Name:**	
Type:	Council Bill (CB)			**Status:**	Full Council Agenda Ready
				In control:	Parks, Seattle Center, Libraries, and Gender Pay Equity Committee
				Final action:	
Enactment date:				**Yes**	

Title: AN ORDINANCE relating to the Department of Parks and Recreation and the City Light Department; authorizing the acceptance of a donation of real property in the Yesler Terrace neighborhood from the Housing Authority of the City of Seattle for open space, park, and recreation purposes; declaring certain real property rights surplus to the needs of the City Light Department; authorizing the partial release of a City Light easement that affects property in the Yesler Terrace neighborhood, including the property to be donated; reallocating funding from the Acquisition Category Inflation Adjustment to the Opportunity Fund Category of the 2008 Parks and Green Spaces Levy; increasing appropriations to the Department of Parks and Recreation in the 2015 Adopted Budget; amending the 2015-2020 Adopted Capital Improvement Program; all by a three-fourths vote of the City Council.

Sponsors: Jean Godden

Indexes:

Attachments:
- Full Text CB 118320: Yesler Terrace Nbrhd Park
- CB 118320: Att 1 Land Transfer Agreement
- CB 118320: Att 2 Partial Release of Easement
- CB 118320: Att 3 Neighborhood Park Development
- CB 118320: Fiscal Note
- CB 118320: Fiscal Note Att 1 Map of Proposed Yesler Terrace Park

Date	Ver.	Action By	Action	Result
2/3/2015	1	Parks, Seattle Center, Libraries, and Gender Pay Equity Committee	pass	Pass
1/26/2015	1	Full Council	referred	

AN ORDINANCE relating to the Department of Parks and Recreation and the City Light Department; authorizing the acceptance of a donation of real property in the Yesler Terrace neighborhood from the Housing Authority of the City of Seattle for open space, park, and recreation purposes; declaring certain real property rights surplus to the needs of the City Light Department; authorizing the partial release of a City Light easement that affects property in the Yesler Terrace neighborhood, including the property to be donated; reallocating funding from the Acquisition Category Inflation Adjustment to the Opportunity Fund Category of the 2008 Parks and Green Spaces Levy; increasing appropriations to the Department of Parks and Recreation in the 2015 Adopted Budget; amending the 2015-2020 Adopted Capital Improvement Program; all by a three-fourths vote of the City Council.

Legislative file content exceeds size limit and is attached.

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CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL 118320

AN ORDINANCE relating to the Department of Parks and Recreation and the City Light Department; authorizing the acceptance of a donation of real property in the Yesler Terrace neighborhood from the Housing Authority of the City of Seattle for open space, park, and recreation purposes; declaring certain real property rights surplus to the needs of the City Light Department; authorizing the partial release of a City Light easement that affects property in the Yesler Terrace neighborhood, including the property to be donated; reallocating funding from the Acquisition Category Inflation Adjustment to the Opportunity Fund Category of the 2008 Parks and Green Spaces Levy; increasing appropriations to the Department of Parks and Recreation in the 2015 Adopted Budget; amending the 2015-2020 Adopted Capital Improvement Program; all by a three-fourths vote of the City Council.

WHEREAS, the Housing Authority of the City of Seattle, a public body corporate and politic (SHA), is redeveloping the Yesler Terrace public housing development; and

WHEREAS, Ordinance 123961(2012) authorized a cooperative agreement (Cooperative Agreement) between the City and SHA for the redevelopment of Yesler Terrace; and

WHEREAS, in the Cooperative Agreement, SHA agreed to transfer to the City, at no cost, but subject to satisfaction of certain conditions, approximately 1.75 acres of land next to the Yesler Terrace Community Center (Donation Property) for a neighborhood park for the Yesler Terrace and First Hill communities; and

WHEREAS, SHA and the City entered into the Yesler Terrace Land Transfer Agreement, a copy of which is attached hereto as Attachment 1, on September 16, 2014 to provide the terms for completion of a lot boundary adjustment between City and SHA property necessary for the dedication of the new South Washington Street alignment (LBA) in the final plat of Yesler Terrace Community, and to outline the conditions precedent to City acceptance of the Donation Property; and

WHEREAS, Ordinance 124545 (2014) authorized the LBA, and SHA and the City subsequently completed the LBA and an exchange of deeds; and

WHEREAS, Ordinance 124595 (2014) approved and confirmed the plat of Yesler Terrace Community and accepted the dedications of streets, including the new South Washington Street alignment; and

WHEREAS, in 1998 the First Hill Neighborhood Plan called for the acquisition of additional park sites in the First Hill Hub Urban Village as a result of the projected increase in population; and

WHEREAS, in 2005 the Seattle Department of Parks and Recreation (DPR) developed a First Hill Park Plan that recommended a number of strategies to satisfy park needs in the First Hill Hub Urban Village, including working with SHA; and

WHEREAS, Ordinance 122749 authorized a proposition to Seattle's voters, a Parks and Green Spaces Levy (2008 Parks Levy) to levy for up to six years regular property taxes in excess of the limitation on levies in Chapter 84.55 RCW for the purposes of acquiring, developing, or restoring parks, recreation facilities, cultural facilities, green spaces, playfields, trails, community gardens, and shoreline areas; and

WHEREAS, the 2008 Parks Levy was approved by Seattle voters on November 4, 2008; and

WHEREAS, Ordinance 122749 created four major funding categories for levy funds: 1) Acquisition; 2) Development; 3) Environment; and 4) Opportunity Fund; and

WHEREAS, Ordinance 122749 established a Parks and Green Spaces Levy Oversight Committee (Oversight Committee) with responsibility to advise and make recommendations to the Superintendent, Mayor, and City Council about 2008 Parks Levy expenditures, including addition and deletion of projects and reallocation of funding between categories; and

WHEREAS, on July 28, 2014, after public comments and consideration, the Oversight Committee recommended reallocating $2,600,000 from the Acquisition Category Inflation Adjustment of the 2008 Parks Levy to the Opportunity Fund for the Yesler Terrace Neighborhood Park Development Project; and

WHEREAS, Ordinance 122749 provides that, after considering any recommendations made by the Oversight Committee, the City Council may, by a three-fourths vote, reallocate 2008 Parks Levy allocations across categories and subcategories; and

WHEREAS, the Donation Property is subject to an easement for overhead electric distribution purposes, originally granted by SHA to The City of Seattle, dated March 10, 1941, the easement being under the jurisdiction of the City Light Department (SCL); and

WHEREAS, all SCL electric distribution facilities will be permanently removed from the Donation Property prior to commencement of work on the Yesler Terrace Neighborhood Park Development Project; and

WHEREAS, upon removal of SCL's electric distribution facilities, the SCL easement rights over the Donation Property will be surplus to the utility needs of The City of Seattle; and

WHEREAS, it is the desire of DPR to take title to the Donation Property free and clear of unnecessary encumbrances; and

WHEREAS, the Seattle City Charter requires that all acquisition and disposition of real property rights be authorized and accepted by or under authority of ordinance; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Superintendent of Parks and Recreation (Superintendent), or his or her designee, is authorized, on behalf of the City of Seattle, to acquire by donation from the Housing Authority of the City of Seattle (SHA) the following real property legally described below (Property) substantially in accordance with the terms and conditions of the Yesler Terrace Land Transfer Agreement attached hereto as Attachment 1:

Block 1, Yesler Terrace Community, Volume 267 of Plats, Pages 59 to 75, City of Seattle, King County, Washington

Section 2. The Superintendent, or his or her designee, is authorized to execute such documents as the Superintendent or designee deems necessary or desirable to accomplish the acquisition consistent with this ordinance, and to accept the deed for the Property by attaching to the deed the Superintendent's written acceptance thereof, and recording the same. The Property shall be accepted for open space, park, and recreation purposes, and placed under the jurisdiction of the Seattle Department of Parks and Recreation.

Section 3. Pursuant to the provisions of R.C.W. 35.94.040 and after a public hearing, certain easement rights within the Property for overhead electric distribution purposes granted by SHA to the City of Seattle and recorded under King County recording number 3154385, are no

longer needed exclusively for the City of Seattle's utility purposes over the Property, and are declared surplus to City needs.

Section 4. The General Manager and Chief Executive Officer of the City Light Department, or his designee, is authorized to execute a Partial Release of Easement document, in substantially the form as attached hereto as Attachment 2, and to record it with the King County Recorder's Office.

Section 5. The recommendation of the 2008 Parks and Green Spaces Levy Oversight Committee to reallocate $2,600,000 from the Acquisition Category Inflation Adjustment of the 2008 Parks and Green Spaces Levy (2008 Parks Levy) to the Opportunity Fund of the 2008 Parks Levy for the Yesler Terrace Neighborhood Park Development Project is adopted.

Section 6. In order to pay for necessary capital costs and expenses incurred, or to be incurred, but for which insufficient appropriations were made due to causes that could not reasonably have been foreseen at the time the 2015 budget was adopted, the appropriation for the following item in the 2015 Adopted Budget is increased from the funds shown, as follows:

Fund	**Department**	**Budget Control Level**	**Amount**
2008 Parks Levy Fund (33860)	Parks and Recreation	2008 Parks Levy Opportunity Fund (K720041)	$2,600,000

Section 7. The 2015-2020 Adopted Capital Improvement Program is hereby amended to include the following new project and allocation as described in Attachment 3 of this ordinance:

Department	**Project Name**	**Project ID**	**Amount**
Parks and Recreation	Yesler Terrace Neighborhood Park Development	K730203	$2,600,000

Section 8. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by a 3/4 vote of all the members of the City Council the ____ day of _____, 2015, and signed by me in open session in authentication of its passage this ___ day of _____, 2015.

_____

President _____of the City Council

Approved by me this ____ day of _____, 2015.

_____

Edward B. Murray, Mayor

Filed by me this ____ day of _____, 2015.

_____

Monica Martinez Simmons, City Clerk

(Seal)

Attachment 1: Yesler Terrace Land Transfer Agreement
Attachment 2: Partial Release of Easement
Attachment 3: Yesler Terrace Neighborhood Park Development

YESLER TERRACE LAND TRANSFER AGREEMENT

This **Yesler Terrace Land Transfer Agreement** ("Agreement") is made by and between the **Housing Authority of the City of Seattle**, a public body corporate and politic under the laws of the State of Washington ("SHA"), and **The City of Seattle**, a Washington municipal corporation ("City") as of the 16th day of September, 2014, the date this Agreement has been executed and acknowledged by both parties.

RECITALS

A. SHA is redeveloping the Yesler Terrace public housing development.

B. In anticipation of the redevelopment of Yesler Terrace, the City Council granted preliminary approval with conditions of SHA's street vacation petition on September 4, 2012 (City of Seattle Clerk File 311389) ("Preliminary Street Vacation Approval") after public hearings on July 17, 2012 and August 8, 2012. The Preliminary Street Vacation Approval provides, among other things, requirements for street dedication by SHA, including a realignment of South Washington Street.

C. The realigned South Washington Street includes a 2,492 square foot portion of City-owned property, legally described in Exhibit A attached hereto ("City Property"), under the jurisdiction of the Department of Parks and Recreation ("Parks") that is part of the Yesler Terrace Community Center property and currently improved with a play area.

D. The Preliminary Street Vacation Approval also requires that SHA submit a preliminary plat to the Department of Planning and Development consistent with the Preliminary Street Vacation Approval.

E. Pursuant to the decision of the Seattle Hearing Examiner in MUP-13-016(SD), the City granted preliminary plat approval for Yesler Terrace, subject to conditions, on August 30, 2013 ("Preliminary Plat Approval").

F. One of the conditions of the Preliminary Plat Approval is that prior to final plat approval a Lot Boundary Adjustment must be recorded between SHA and the City related to the dedication of the new South Washington Street right-of-way.

G. Ordinance 118477, which adopted I-42, requires that lands and facilities held for park and recreation purposes not be transferred unless the City holds a public hearing regarding the necessity of the transaction and then enacts an ordinance finding the transaction is necessary because there is no reasonable and practical alternative.

H. Ordinance 118477 also states that the City shall receive in exchange land or a facility of equivalent or better size, value, location, and usefulness in the vicinity, serving the same community and the same park purpose.

I. To comply with the Preliminary Street Vacation Approval, the Preliminary Plat Approval and Ordinance 118477, SHA prepared and received preliminary approval from the Department of Planning and Development ("DPD") of Lot Boundary Adjustment #3016027 ("LBA"), a copy of which is attached hereto as Exhibit B. The LBA proposes to exchange an equivalently sized parcel of real property, legally described in Exhibit C attached hereto ("Exchange Property"), for the City Property. Exhibit D attached hereto depicts in more detail the dimensions of the exchange properties.

J. In September 2012, the City Council passed Ordinance 123961 authorizing a Cooperative Agreement between SHA and the City for the redevelopment of Yesler Terrace. Subject to additional City Council approval and authorization by the U.S. Department of Housing and Urban Development, the Cooperative Agreement provides that SHA will transfer land adjacent to the Yesler Terrace Community Center property to the City, at no cost, for a neighborhood park ("Neighborhood Park"). SHA and the City agreed to collaborate on park design and to work together to identify additional sources of funding for park development, if necessary.

K. Parks currently operates a public play area on the City Property. The City and SHA intend that the City will construct an improved play area in connection with City construction of the Neighborhood Park, subject to conditions precedent described in the Agreement, below.

In consideration of the covenants and agreements contained in this Agreement, the parties agree as follows:

AGREEMENT

1. Property Exchange. SHA shall convey to the City the Exchange Property, legally described on Exhibit C, and the City shall convey to SHA the City Property, legally described on Exhibit A, on the terms, covenants and conditions set forth in this Agreement.

2. City's Conditions Precedent to Obligation to Convey. The City's obligation to convey the City Property to SHA is subject to fulfillment of each of the following conditions:

A. Ordinance. An ordinance shall be in effect finding that the exchange of the City Property for the Exchange Property meets the requirements of Ordinance 118477, which adopted Initiative 42; authorizing the Superintendent of Parks and Recreation ("Superintendent") or his designee to sign Lot Boundary Adjustment #3016027 ("LBA"); authorizing the Superintendent to accept a deed from SHA for the Exchange Property; and authorizing the Superintendent to convey the City Property to SHA ("LBA Ordinance").

B. HUD Partial Release. SHA shall have received for recording in the records of King County an original Partial Release executed by the United States Department of Housing and Urban Development ("HUD"), releasing the Exchange Property from the Declaration of Trust recorded June 26, 1942 under King County recording number 3248400 and the

Modification of Declaration of Trust recorded November 21, 1958 under King County recording number 4968302.

C. Title Commitment. SHA shall have delivered to the City a preliminary commitment for title insurance from First American Title Company that shows the Exchange Property to be free and clear of all liens, encumbrances, easements, covenants and restrictions except the Declaration of Trust and Modification of Declaration of Trust described in subsection 2.B. above, which will be removed from title to the Exchange Property as described in subsection 2.B. above, and except for any encumbrances that are approved by the City in writing ("Permitted Exceptions") before recording the Exchange Property deed.

D. Environmental. SHA shall have established to the satisfaction of the City, based on one or more environmental site assessments commissioned by SHA and reviewed and accepted by the City, that the Exchange Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under, above or about the Exchange Property, including but not limited to soil and groundwater conditions.

E. Lot Boundary Adjustment. The LBA shall have been recorded and SHA shall have paid all costs for and in connection with the LBA, including all DPD fees, costs of survey and creation of legal descriptions, and costs of recording the LBA.

F. Exchange Property Deed. SHA shall have executed, acknowledged and delivered to the City a special warranty deed for the Exchange Property, subject to no title exceptions except the Permitted Exceptions.

3. SHA's Conditions Precedent to Obligation to Convey. SHA's obligation to convey the Exchange Property to the City is subject to fulfillment of each of the following conditions:

A. Ordinance. The LBA Ordinance, described in subsection 2.A. above, shall be in effect.

B. HUD Endorsement. SHA shall have an original Partial Release from United States Department of Housing and Urban Development ("HUD"), releasing the Exchange Property from the Declaration of Trust and the Modification of Declaration of Trust described in subsection 2.B. above.

4. Exchange. Upon satisfaction of the City's and SHA's conditions precedent listed in Sections 2 and 3 above, the parties shall complete the exchange as follows:

A. SHA.

(1) SHA will open an escrow account with First American Title Company, Inc. ("Escrow Agent"), 818 Stewart Street, Suite 800, Seattle, Washington, 98101 and shall deliver to them a copy of the LBA Ordinance and a copy of the fully executed Agreement.

(2) SHA shall execute, acknowledge (as applicable) and deliver to the Escrow Agent (a) a special warranty deed for the Exchange Property free and clear of all title exceptions except the Permitted Exceptions; (b) a FIRPTA Affidavit; (c) any affidavits, certifications or instruments, including any lien affidavits or mechanic's lien indemnifications, duly executed and acknowledged by SHA, as reasonably may be required by the City or its title company in order to satisfy the City concerning potential mechanics and materialmens liens and to allow the City's title company to issue a title policy acceptable to the City; and (d) a real estate excise tax affidavit.

B. City.

(1) The City shall execute, acknowledge (as applicable) and deliver to escrow (a) a quit claim deed for the City Property; (b) a FIRPTA Affidavit; and (c) a real estate excise tax affidavit.

C. Title Insurance. First American Title Company of Washington shall issue to the City its standard ALTA Owner's Policy Title Insurance in the face amount of $5,000.00 subject only to general preprinted exceptions as set forth on the preliminary commitment for title insurance, drainage service charges not yet due and owing, and the Permitted Exceptions (if any). First American Title Company of Washington shall issue to SHA its standard ALTA Owner's Policy Title Insurance in the face amount of $5,000.00 subject only to general preprinted exceptions as set forth on the preliminary commitment for title insurance, drainage service charges not yet due and owing, and any other exceptions that do not interfere with SHA's intended use of the City Property.

D. Costs. SHA shall bear all costs of conveyance and closing, including, without limitation, escrow fees, recording fees, real estate excise tax if any is due, and the cost of the premium for a standard ALTA Owner's Title Insurance Policy. Since the parcels to be transferred hereunder are the same size, all general assessments, surface water management fees and other fees (if any) payable to governmental entities applicable to the Exchange Property or the City Property will be paid outside of closing by each respective party.

5. SHA's Post-Exchange Obligations.

A. License. From the date of the transfer of the City Property to SHA until the date of recording of the final plat of Yesler Terrace Community, SHA shall grant to the City, free of charge, a continuing license to use and occupy the City Property for a public play area in connection with the Yesler Terrace Community Center.

B. Street Use Permit. From the date of recording of the final plat of Yesler Terrace Community until the earlier of the date that SHA or any successor begins grading for construction of street infrastructure improvements in the new South Washington Street right-of-way in front of the Yesler Terrace Community Center or the date of completion of a new play area in a neighborhood park to be located in Block 1 of final plat of Yesler Terrace Community

("Neighborhood Park"), whichever first occurs, SHA, at its sole cost and expense, will obtain a street use permit from the Seattle Department of Transportation for the benefit of Parks for the operation of the existing Yesler Terrace Community Center play area on the City Property.

C. Removal of Structures. On or before the date that SHA or any successor begins grading for construction of street infrastructure improvements in that portion of the new South Washington Street right-of-way that includes the City Property, SHA, without cost to the City, shall have removed all structures and improvements, including, without limitation, pavement and fencing, from the Exchange Property and from the City Property; provided that SHA shall give the City 60 days notice prior to commencement of removal of the play area improvements from the City Property.

D. Neighborhood Park. SHA shall complete or cause to be completed without cost or expense to the City all of the following obligations:

(1) Demolition of all structures, including existing buildings, on the property depicted as Block 1 on the final plat of Yesler Terrace Community ("Block 1).

(2) Delivery to the City of one or more environmental site assessments commissioned by SHA and reviewed and accepted by the City establishing that Block 1 is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under, above or about Block 1, including but not limited to soil and groundwater conditions, or, if such environmental site assessment(s) establish that Block 1 is in violation of any of the foregoing, then completion of environmental remediation of Block 1 acceptable to the City.

(3) Completion of utility relocations and removal of all unused utilities in Block 1.

(4) Rough grading of Block 1 as required pursuant to 90% plans for Early Site Demolition and Grading infrastructure, pages CG11.01 and CG11.02 (and grading addenda, if applicable) Project # 216740 (Department of Planning and Development).

(5) Establishment and construction of the grades for the new South Washington Street, and construction of the permanent sidewalk along the north side of the new South Washington Street from Yesler Way to 10th Avenue South, in accordance with Street Improvement Plans approved by the Seattle Department of Transportation ("SDOT"), not later than the completion of the construction of the Neighborhood Park.

(6) Completion of right-of-way improvements on the south side of Yesler Way, between Broadway and 8th Avenue, in accordance with Street Improvement Plans approved by SDOT, not later than the completion of the construction of the Neighborhood Park.

(7) After satisfaction of the conditions described in subsection 5.D.(1)-(4) above and subsection 6.A. below, conveyance of Block 1 to the City free of charge as follows:

(i) SHA will open an escrow account with First American Title Company, Inc. ("Escrow Agent"), 818 Stewart Street, Suite 800, Seattle, Washington, 98101.

(ii) SHA shall execute, acknowledge (as applicable) and deliver to the Escrow Agent (a) a special warranty deed for Block 1 free and clear of all title exceptions except for a restrictive covenant, required by HUD, concerning use of the property for park purposes, an easement for public utility purposes, described and depicted as easement 1.3 on the final plat of Yesler Terrace Community, and any other exceptions approved in writing by the City ("Permitted Exceptions"); (b) a FIRPTA Affidavit; (c) any affidavits, certifications or instruments, including any lien affidavits or mechanic's lien indemnifications, duly executed and acknowledged by SHA, as reasonably may be required by the City or Escrow Agent in order to satisfy the City concerning potential mechanics and materialmens liens and to allow the Escrow Agent to issue a title policy acceptable to the City; and (d) a real estate excise tax affidavit.

(iii). First American Title Company of Washington shall issue to the City its standard ALTA Owner's Policy Title Insurance in the face amount of $5,000 only to general preprinted exceptions as set forth on the preliminary commitment for title insurance and a restrictive covenant, required by HUD, concerning use of the property for park purposes, an easement for public utility purposes, described and depicted as easement 1.3 on the final plat of Yesler Terrace Community, drainage service charges not yet due and owing, and Permitted Exceptions (if any).

(iv) SHA shall bear all costs of conveyance and closing, including, without limitation, escrow fees, recording fees, real estate excise tax if any is due, and the cost of the premium for a standard ALTA Owner's Title Insurance Policy.

6. City's Post-Exchange Obligations.

A. Ordinance. Parks shall seek funding, by ordinance, from the Seattle City Council, for design and construction of the proposed Neighborhood Park in Block 1, as provided in the Cooperative Agreement, which limits City contribution to up to $3,000,000. In addition, Parks shall seek authority, by ordinance, to accept a special warranty deed from SHA for Block 1 subject to satisfaction of the conditions in subsections 5.C. and 5.D.(1)-(4) and (7) above.

B. Design, Construction and Funding.

(i) Subject to recording of the final plat of Yesler Terrace Community, an effective ordinance appropriating funding up to $3,000,000 for the design and construction of the Neighborhood Park, and further subject to satisfaction of the conditions described in subsections 5.C. and 5.D.(1)-(4) and (7) above, the City shall design and construct, or cause to be designed and constructed, the Neighborhood Park.

(ii) The City and SHA will collaborate on the design of the Neighborhood Park during both the schematic design and design development phases. During the schematic design phase, the City and SHA shall reach agreement on the schematic design of the Neighborhood Park, the budget for park development, and sources of funds for park development. During design development SHA will provide comments on the design as it evolves. Public comment and review by the Seattle Design Commission will also be part of the design process.

C. Opening of Neighborhood Park. Subject to satisfaction of the conditions described in subsection 5.D.(5)-(6) above, the City shall open the Neighborhood Park for public access after completion of construction of all improvements in accordance with design and permits approved through applicable City process. The City shall complete construction of all improvements for the Neighborhood Park within one year of the later of (a) SHA completion of pre-transfer obligations hereunder or (ii) June 15, 2015.

7. Amendment. This Agreement may not be amended other than by a written agreement executed by both parties.

8. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Washington.

9. Notice. Any notice under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return-receipt requested, addressed as follows, or to such other address as the receiving party specifies in writing:

<u>If to Seattle Parks:</u>
Property Management
Department of Parks and Recreation
800 Maynard Avenue South
Seattle, Washington 98134

<u>If to SHA:</u>
Executive Director
Seattle Housing Authority
190 Queen Anne Avenue North
P.O. Box 19028
Seattle, Washington 98109

10. Enforceability. The invalidity or unenforceability of any clause, part or provision of this Agreement shall not affect the validly or enforceability of any other portions hereof.

11. Waiver. Failure, waiver or delay on the part of a party to exercise any right, power or privilege under this Agreement shall not operate as a waiver thereof. No waiver by a party of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach or default hereunder.

12. Authority. Subject to the express terms and conditions precedent contained in this Agreement, each individual executing this Agreement on behalf of the respective entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity, and that this Agreement is binding upon that entity in accordance with its terms.

13. Survival. The covenants contained in this Agreement shall survive recording the deeds described in this Agreement.

(Signatures follow on next page)

IN WITNESS WHEREOF, the parties have executed this Yesler Terrace Land Transfer Agreement effective as of the date executed and acknowledged by both parties.

CITY OF SEATTLE,
A municipal corporation of the State of Washington

By: _____
Christopher Williams, Acting Superintendent of Parks and Recreation

HOUSING AUTHORITY OF THE CITY OF SEATTLE,
A Washington public body corporate and politic:

By: _____
Andrew J. Lofton, Executive Director

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day of 15TH, SEPTEMBER, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ERIC A. FRIEDLI, to me personally known (or proved on the basis of satisfactory evidence) to be the ACTING DEPUTY SUPERINTENDENT of the Department of Parks and Recreation, a department of The City of Seattle, a Washington municipal corporation that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the entity for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the instrument.

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

Notary Public
State of Washington
JOSETTE L. VALENTINO
MY COMMISSION EXPIRES
October 4, 2015

Josette L. Valentino
Printed Name JOSETTE L. VALENTINO
NOTARY PUBLIC in and for the State of Washington,
residing at KING COUNTY
My Commission Expires 10/5/2015

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day of September 15, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Andrew S Lofton, to me personally known (or proved on the basis of satisfactory evidence) to be the Executive Director of the Housing Authority of the City of Seattle, the Washington public body corporate and politic that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the entity for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument.

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

CAROL A. WELLENBERGER
NOTARY PUBLIC
COMMISSION EXPIRES
05-18-16
STATE OF WASHINGTON

Carol A Wellenberger
Printed Name CAROL A WELLENBERGER
NOTARY PUBLIC in and for the State of Washington,
residing at Kent
My Commission Expires 5-18-16

EXHIBIT A

CITY PROPERTY

A PORTION OF PARCEL B OF CITY OF SEATTLE SHORT PLAT NO. 2207828, RECORDED UNDER KING COUNTY RECORDING NO. 20030612900016, MORE PARTICULARILY AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL B;
THENCE SOUTH 79°06'36" WEST, A DISTANCE OF 50.01 FEET TO THE TRUE POINT OF BEGINNING "B", ALSO BEING THE BEGINNING OF A TANGENTIAL CURVE, CONCAVE TO THE NORTH, WITH A RADIUS OF 175.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 37.14 FEET AND THROUGH A CENTRAL ANGLE OF 12°09'37";
THENCE NORTH 88°43'47" WEST, A DISTANCE OF 136.54 FEET;
THENCE SOUTH 10°53'24" EAST, A DISTANCE OF 32.69 FEET;
THENCE NORTH 79°06'36" EAST, A DISTANCE OF 170.34 FEET TO THE POINT OF BEGINNING;

SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON.

Also referred to as a portion of Parcel Y of LBA No. 3016027.

EXHIBIT B

LOT BOUNDARY ADJUSTMENT (3 pages)

LOT BOUNDARY ADJUSTMENT NO. 3016027

DECLARATION:

APPROVAL

THE CITY OF SEATTLE
DEPARTMENT OF PLANNING AND DEVELOPMENT
DIANE SUGIMURA, DIRECTOR

EXAMINED AND APPROVED THIS ____ DAY OF _____, 2014

BY: _____ FOR DIRECTOR, LAND USE DIVISION

THERE APPROVAL OF THIS LOT BOUNDARY ADJUSTMENT BY THE DIRECTOR OF THE PLANNING AND DEVELOPMENT UNDER CHAPTER 23.28 OF THE SEATTLE MUNICIPAL CODE, AS AMENDED, IS NOT TO BE CONSTRUED AS SATISFACTION OF ANY OTHER APPLICABLE LEGISLATION OR REGULATIONS.

KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS ____ DAY OF _____, 2014

_____
ASSESSOR

SURVEYORS NOTE:

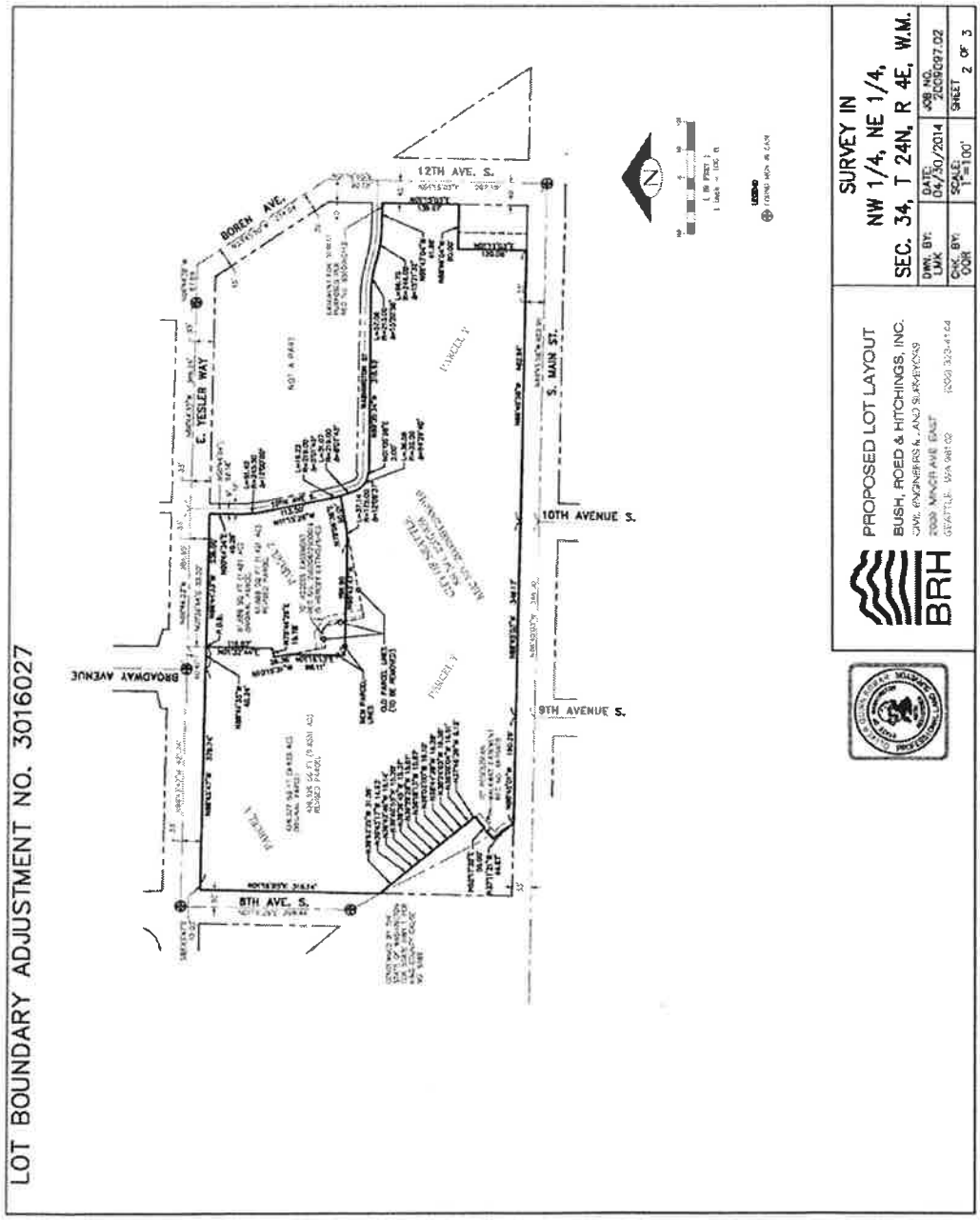
ORIGINAL LEGAL DESCRIPTION, PARCEL 1

ORIGINAL LEGAL DESCRIPTION, PARCEL 2

REVISED LEGAL DESCRIPTION, PARCEL 1

REVISED LEGAL DESCRIPTION, PARCEL 2

RECORDER'S CERTIFICATE	SURVEYOR'S CERTIFICATE	NOTES	SURVEY IN NW 1/4, NE 1/4, SEC. 34, T 24N, R 4E, W.M.
Filed for record this ____ day of _____ 2014, at ____M In book ____ of Surveys, at page ____ at the request of BUSH, ROED & HITCHINGS, INC. _____ Mgr. _____ Supt. of Records	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 SEATTLE HOUSING AUTHORITY in February, 2014 Certificate No. 45170	BRH BUSH, ROED & HITCHINGS, INC. CIVIL ENGINEERS & LAND SURVEYORS 2009 MINOR AVE. EAST SEATTLE, WA 98102 (206) 323-4144	DWN. BY: LMK DATE: 04/30/2014 JOB NO. 2009097.02 CHK. BY: OQR SCALE: N/A SHEET 1 OF 3


LOT BOUNDARY ADJUSTMENT NO. 3016027
12TH AVE. S.
BOREN AVE.
E. YESLER WAY
S. MAIN ST.
10TH AVENUE S.
9TH AVENUE S.
8TH AVE. S.
BROADWAY AVENUE
PARCEL 1
PARCEL 2
PARCEL 3
PARCEL 4
NOT A PART
N
PROPOSED LOT LAYOUT
BUSH, ROED & HITCHINGS, INC.
SURVEY IN
NW 1/4, NE 1/4,
SEC. 34, T 24N, R 4E, W.M.
DWN. BY: LMK
CHK. BY: DOR
DATE: 04/30/2014
JOB NO. 2009C07.02
SCALE: 1"=100'
SHEET 2 OF 3
BRH

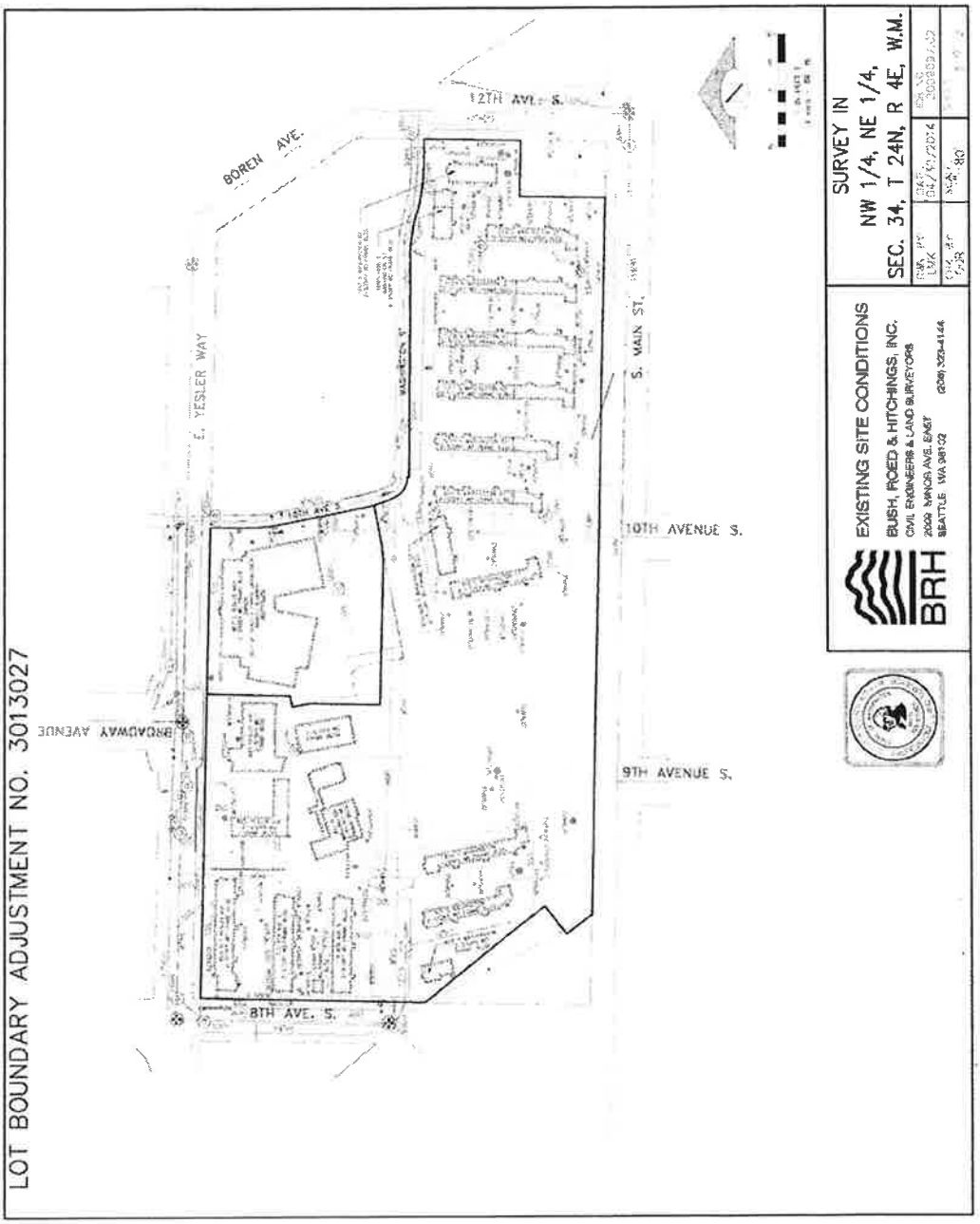

LOT BOUNDARY ADJUSTMENT NO. 3013027
BROADWAY AVENUE
8TH AVE. S.
9TH AVENUE S.
10TH AVENUE S.
S. MAIN ST.
E. YESLER WAY
BOREN AVE.
12TH AVE. S.
EXISTING SITE CONDITIONS
BUSH, ROED & HITCHINGS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
2009 MINOR AVE. EAST
SEATTLE WA 98102
(206) 323-4144
BRH
SURVEY IN
NW 1/4, NE 1/4,
SEC. 34, T 24N, R 4E, W.M.

EXHIBIT C

EXCHANGE PROPERTY

A PORTION OF PARCEL A OF CITY OF SEATTLE SHORT PLAT NO. 2207828, RECORDED UNDER KING COUNTY RECORDING NO. 20030612900016, MORE PARTICULARILY AS FOLLOWS;

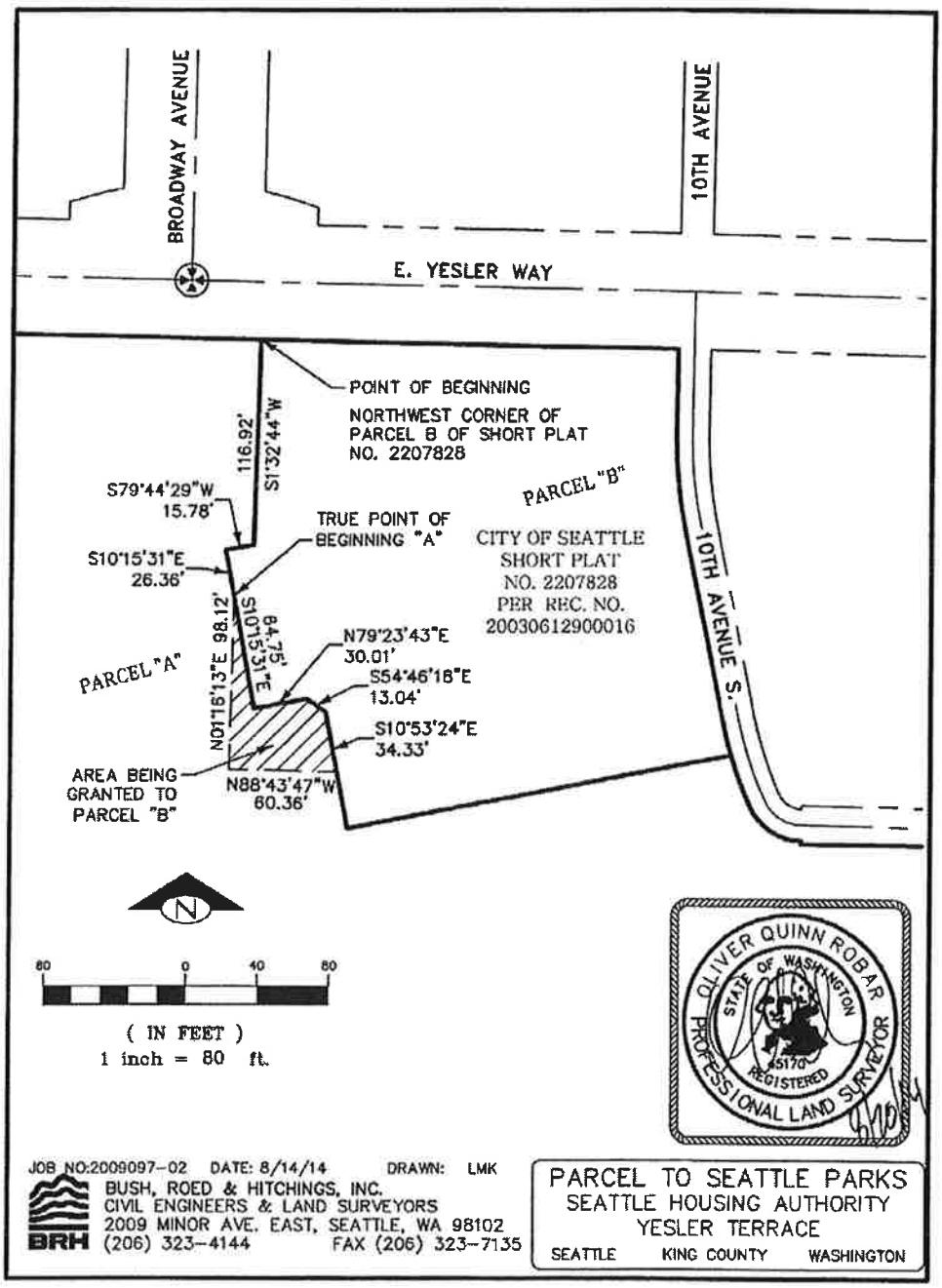
BEGINNING AT THE NORTHWEST CORNER OF PARCEL B OF SAID SHORT PLAT NO. 2207828;
THENCE SOUTH 01°32'44" WEST, A DISTANCE OF 116.92 FEET;
THENCE SOUTH 79°44'29" WEST, A DISTANCE OF 15.78 FEET;
THENCE SOUTH 10°15'31" EAST, A DISTANCE OF 26.36 FEET TO THE TRUE POINT OF BEGINNING "A";
THENCE CONTINUING SOUTH 10°15'31" EAST, A DISTANCE OF 64.75 FEET;
THENCE NORTH 79°23'43" EAST, A DISTANCE OF 30.01 FEET;
THENCE SOUTH 54°46'18" EAST, A DISTANCE OF 13.04 FEET;
THENCE SOUTH 10°53'24" EAST, A DISTANCE OF 34.33 FEET;
THENCE NORTH 88°43'47" WEST, A DISTANCE OF 60.36 FEET;
THENCE NORTH 01°16'13" EAST, A DISTANCE OF 98.12 FEET TO THE TRUE POINT OF BEGINNING;

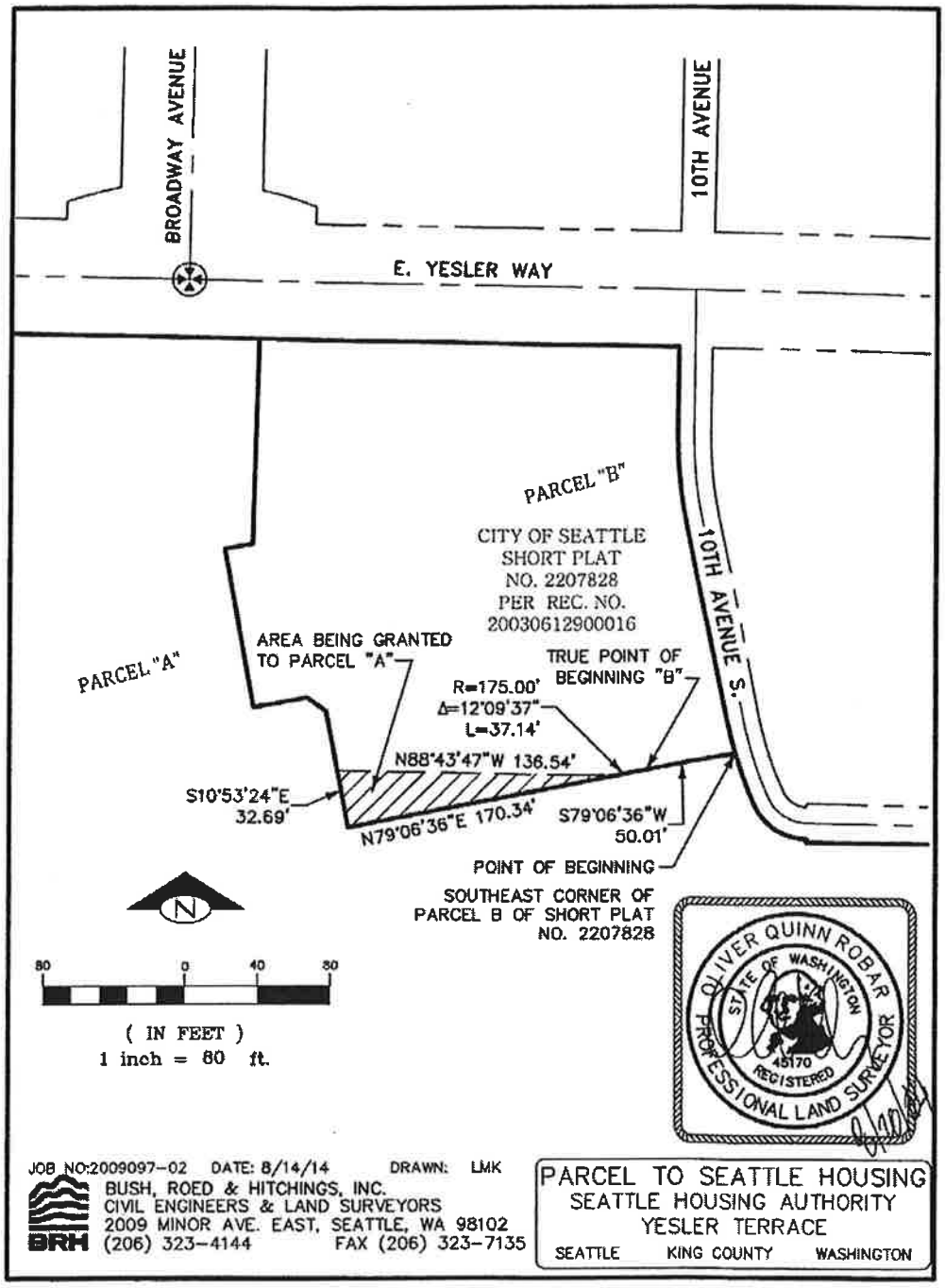
SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON.

Also referred to as a portion of Parcel Z of LBA No. 3016027.

EXHIBIT D

DEPICTIONS OF EXCHANGE PROPERTIES: EXCHANGE PROPERTY ("AREA BEING GRANTED TO PARCEL B") AND CITY PROPERTY ("AREA BEING GRANTED TO PARCEL A") (2 pages)




BROADWAY AVENUE
10TH AVENUE
E. YESLER WAY
PARCEL "B"
CITY OF SEATTLE
SHORT PLAT
NO. 2207828
PER REC. NO.
20030612900016
10TH AVENUE S.
PARCEL "A"
AREA BEING GRANTED
TO PARCEL "A"
TRUE POINT OF
BEGINNING "B"
R=175.00'
Δ=12°09'37"
L=37.14'
N88°43'47"W 136.54'
S10°53'24"E
32.69'
N79°06'36"E 170.34'
S79°06'36"W
50.01'
POINT OF BEGINNING
SOUTHEAST CORNER OF
PARCEL B OF SHORT PLAT
NO. 2207828
N
80 0 40 80
(IN FEET)
1 inch = 80 ft.
OLIVER QUINN ROBAR
STATE OF WASHINGTON
45170
REGISTERED
PROFESSIONAL LAND SURVEYOR
JOB NO:2009097-02 DATE: 8/14/14 DRAWN: LMK
BRH
BUSH, ROED & HITCHINGS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
2009 MINOR AVE. EAST, SEATTLE, WA 98102
(206) 323-4144 FAX (206) 323-7135
PARCEL TO SEATTLE HOUSING
SEATTLE HOUSING AUTHORITY
YESLER TERRACE
SEATTLE KING COUNTY WASHINGTON

SEATTLE CITY LIGHT
Real Estate Services
700 Fifth Avenue, SMT 3338
P.O. Box 34023
Seattle, WA 98124-4023

PARTIAL RELEASE OF EASEMENT

SCL P.M. No.:	240405-1-002
King County Tax Parcel No.:	9821700007; 9821700009
Short Legal Description:	Ptn. Yesler Terrace Addition
Reference No.:	3157087

THE CITY OF SEATTLE, a Washington municipal corporation, hereinafter called the City, is the owner of an easement acquired from The Housing Authority of the City of Seattle, a public corporation organized under Ch. 23, Laws of 1939 of the State of Washington, dated March 10, 1941 and recorded under King County Auditor's File Number 3157087 over the following described real property:

> ALL OF THE LAND INCLUDED WITHIN THE BOUNDARIES OF THE HOUSING PROJECT OF THE GRANTOR, AS SHOWN ON MAP OF PROJECT NO. WASHINGTON 1-1 (YESLER HILL) FILED WITH THE CITY COMPTROLLER, NOV. 6, 1939, AS COMPTROLLER'S FILE NO. 164158, AS SUPPLEMENTED AND AMENDED BY MAP DESIGNATED YESLER TERRACE ADDITION, WASH. 1-5, FILED DECEMBER 2, 1940, AS COMPTROLLER'S FILE NO. 168266.

The City does hereby release, abandon and relinquish all rights acquired under said easement over the following portion of the above-described real property:

> *Block 1, Yesler Terrace Community, Volume _ of Plats, Pages __ to __, City of Seattle, King County, Washington*

IN WITNESS WHEREOF, the City has caused this instrument to be executed and delivered this _____ day of _____, 20____.

For THE CITY OF SEATTLE, a Washington municipal corporation, acting by and through its CITY LIGHT DEPARTMENT,

By: _____
Maureen L. Barnes
Real Estate Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 20___, before me personally appeared Maureen L. Barnes, to me known to be the Manager of Real Estate of Seattle City Light, a department of the City of Seattle, the municipal corporation that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and each on oath stated that she was authorized to execute said instrument on behalf of the City of Seattle.

Given under my hand and official seal the day and year in this certificate above written.

(notary seal)

Signature: _____

Print name: _____
Notary Public in and for the State
of:_____
Residing at:_____
My commission expires:_____

Attachment 3

Yesler Terrace Neighborhood Park Development

BCL/Program Name:	2008 Parks Levy- Opportunity Fund	**BCL/Program Code:**	K720041
Project Type:	New Facility	**Start Date:**	Q4/2013
Project ID:	K730203	**End Date:**	Q4/2016
Location:	801 Yesler Way		
Neighborhood Plan:	First Hill	**Neighborhood Plan Matrix:**	N/A
Neighborhood District:	First Hill	**Urban Village:**	First Hill Urban Village

This project develops a new Neighborhood Park in the Yesler Terrace community. This project is part of the 2008 Parks Levy using funds reallocated from Neighborhood Park Acquisitions to Neighborhood Parks and Playgrounds Development.

	LTD Actuals	2014 Rev	2015	2016	2017	2018	2019	2020	
Revenue Sources									
Seattle Voter-Approved Levy	0	0	2,600	0	0	0	0	0	2,600
Total:	0	0	2,600	0	0	0	0	0	2,600
Fund Appropriations/Allocations									
2008 Parks Levy Fund	0	0	2,600	0	0	0	0	0	2,600
Total*:	0	0	2,600	0	0	0	0	0	2,600
O & M Costs (Savings)				0	0	0	0	0	231
Spending Plan by Fund									
2008 Parks Levy Fund		0	600	2000	0	0	0	0	2,600
Total:		0	600	2000	0	0	0	0	2,600

Form revised: February 26, 2014

FISCAL NOTE FOR CAPITAL PROJECTS ONLY

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Parks and Recreation	Donald Harris/684-8018	Forrest Longman/684-0331

Legislation Title:
AN ORDINANCE relating to the Department of Parks and Recreation and the City Light Department; authorizing the acceptance of a donation of real property in the Yesler Terrace neighborhood from the Housing Authority of the City of Seattle for open space, park, and recreation purposes; declaring certain real property rights surplus to the needs of the City Light Department; authorizing the partial release of a City Light easement that affects property in the Yesler Terrace neighborhood, including the property to be donated; reallocating funding from the Acquisition Category Inflation Adjustment to the Opportunity Fund Category of the 2008 Parks and Green Spaces Levy; increasing appropriations to the Department of Parks and Recreation in the 2015Adopted Budget; amending the 2015-2020 Adopted Capital Improvement Program; all by a three-fourths vote of the City Council.

Summary and background of the Legislation:
This legislation lays out the groundwork necessary to acquire and develop a neighborhood park in the new Yesler Terrace Community. The legislation includes the following provisions:

1. Authorizes the acceptance of a donation of 1.75 acres in Yesler Terrace for a neighborhood park from the Housing Authority of the City of Seattle (SHA);
2. Declares certain real property rights surplus to the needs of City Light and authorizes the partial release of a City Light easement that affects the donation property;
3. Reallocates $2.6 million in the 2008 Parks and Green Spaces Levy (2008 Parks Levy) from the Acquisition Category Inflation Adjustment to the Opportunity Fund Category;
4. Increases appropriations to the Department of Parks and Recreation (DPR) in the 2015 Adopted Budget; and
5. Amends the 2015-2020 Adopted Capital Improvement Program by appropriating $2,600,000 in the Opportunity Fund Category (K720041) for this project.

First Hill Hub Urban Village was identified as a priority neighborhood for park acquisition in both the 2000 Pro Parks Levy and the 2008 Levy. Because of scarcity of opportunities and high land costs DPR has not yet been able to acquire a property in the First Hill neighborhood for a new neighborhood park. SHA is willing to donate a 1.75 acre property in the redeveloping Yesler Terrace neighborhood to the City in exchange for development of a neighborhood park. Development of a park on the SHA property will allow DPR to provide a developed park to the community in the near future while still preserving funding in the 2008 Levy Neighborhood Park Acquisition Subcategory for future acquisition in the First Hill Hub Urban Village, as recommended by the 2008 Levy Oversight Committee.

The proposed project meets the goals of the 1998 First Hill neighborhood plan, which called for the acquisition of additional park sites in the First Hill Hub Urban Village, and is consistent with

the 2005 First Hill Urban Center Park Plan, which recommended working with SHA to develop parks and open space in Yesler Terrace. The development project has the support of the Yesler Terrace community and the First Hill Improvement Association (FHIA).

City Light has a blanket easement for overhead electrical distribution purposes over all of the Yesler Terrace property including the proposed donation property. City Light will be relocating electrical distribution lines and will not need an easement on the donation property. DPR wishes to take title to the donation property free and clear of unnecessary encumbrances, and City Light is willing to release the easement with respect to the donation property.

Funding for the project requires a reallocation of 2008 Levy funds. On July 28, 2014, the 2008 Parks and Green Spaces Levy Oversight Committee voted to recommend the reallocation of funds from the Acquisition Category Inflation Adjustment to the Opportunity Fund Category in order to fund the Yesler Terrace Neighborhood Park Development Project. As part of the City's cooperative agreement with SHA, DPR agreed to spend up to $3.0 million on the development of the park.

Project Name:	**Project I.D.:**	**Project Location:**	**Start Date:**	**End Date:**
Yesler Neighborhood Park Development	K730203	Yesler Terrace Neighborhood	3rd Quarter 2013	4th Quarter 2016

__X__This legislation creates, funds, or anticipates a new CIP Project.

__X__This legislation has financial implications.

Appropriations:

Fund Name and Number	Department	Budget Control Level*	Existing 2014 Appropriation	2015 Appropriation	Total
2008 Parks Levy Fund #33860	Parks & Recreation	2008 Parks Levy-Neighborhood Parks Acquisitions (K720010)	400,000		
2008 Parks Levy Fund #33860	Parks & Recreation	2008 Parks Levy-Opportunity Fund K720041		2,600,000	
TOTAL			**400,000**	**2,600,000**	**3,000,000**

Notes: The total cost of developing the neighborhood park is expected to be $3 million, of which $400,000 was already appropriated. These funds were used to cover planning and initial design costs.

Spending Plan and Future Appropriations for Capital Projects:

Spending Plan and Budget	2014	2015	2016	2017	Total
Spending Plan	$400,000	$2,600,000			**$3,000,000**
Current Year Appropriation	$400,000	$2,600,000			
Future Appropriations					

Spending Plan and Budget Notes:

Funding Source:

Funding Source (Fund Name and Number, if applicable)	2014	2015	2016	2017	Total
2008 Parks Levy Fund (33860)	$400,000	$2,600,000			
TOTAL	**$400,000**	**$2,600,000**			**$3,000,000**

Funding Source Notes:

Uses and Sources for Operation and Maintenance Costs for the Project:

O&M	2014	2015	2016	2017	2018	2019	Total
Uses							
Start Up			$56,023	$57,144	$58,287	$59,452	**$230,906**
On-going							
Sources (itemize)			$56,023	$57,144	$58,287	$59,452	**$230,906**

Operation and Maintenance Notes:
The new facility O&M costs listed above reflect the costs to care for the fully-developed Yesler Terrace Neighborhood Park next to Yesler Community Center. DPR anticipates that the new park will be heavily used with special events and community gatherings in addition to everyday use in a densely populated urban area. Work includes maintaining a multi-use plaza, play area, play court, picnic area, bench and single seating, automatic irrigation, landscaping, rain garden, and bioswale. Graffiti removal, litter removal, signage, and repairs will be done as well. Costs assume a 2% inflation rate in each successive year.

Periodic Major Maintenance Costs for the Project: N/C

Major Maintenance Item	Frequency	Cost	Likely Funding Source
TOTAL	**N/C**	**N/C**	**TBD**

Other Implications:

a) **Does the legislation have indirect financial implications, or long-term implications?**
The development of the park will lead to ongoing O&M costs for DPR.

b) **What is the financial cost of not implementing the legislation?**
The development of the park is a cost effective approach to adding park space on First Hill. Not implementing this legislation would forego this opportunity.

c) **Does this legislation affect any departments besides the originating department?**
Yes, City Light.

d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**
An alternative to creating and developing the park at Yesler Terrace would be to acquire private property and develop it.

e) **Is a public hearing required for this legislation?** Yes, a public hearing is required regarding the release of the City Light easement.

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

g) **Does this legislation affect a piece of property?** Yes

h) **Other Issues:** There are none.

List attachments to the fiscal note below:

Attachment A: Map of Proposed Yesler Terrace Neighborhood Park

Chip Nevins
DPR Yesler Terrace Neighborhood Park FISC Att A
June 2, 2014

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104

Legislation Details (With Text)

File #:	CB 118321	**Version:**	1	**Name:**	
Type:	Council Bill (CB)			**Status:**	Full Council Agenda Ready
				In control:	Parks, Seattle Center, Libraries, and Gender Pay Equity Committee
				Final action:	
Enactment date:				**Yes**	

Title: AN ORDINANCE relating to the Department of Parks and Recreation; authorizing execution of an agreement with Seattle School District providing for the exchange of City-owned property at Garfield Playfield for District-owned property adjacent to the Rainier Beach Community Center; authorizing execution, acceptance and recording of Quitclaim Deeds and easements necessary for the development of the properties; authorizing execution of a lease for the Garfield Teen Life Center within Garfield High School; superseding Ordinance 118477, which adopted Initiative 42, for the purposes of this ordinance; and ratifying and confirming prior acts.

Sponsors: Jean Godden

Indexes:

Attachments: CB 118321: Att 1 Property Exchange Agreement
CB 118321: Fiscal Note
CB 118321: Fiscal Note Att A
CB 118321: Fiscal Note Att B
CB 118321: Fiscal Note Att C

Date	Ver.	Action By	Action	Result
2/3/2015	1	Parks, Seattle Center, Libraries, and Gender Pay Equity Committee	pass	Pass
1/26/2015	1	Full Council	referred	

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing execution of an agreement with Seattle School District providing for the exchange of City-owned property at Garfield Playfield for District-owned property adjacent to the Rainier Beach Community Center; authorizing execution, acceptance and recording of Quitclaim Deeds and easements necessary for the development of the properties; authorizing execution of a lease for the Garfield Teen Life Center within Garfield High School; superseding Ordinance 118477, which adopted Initiative 42, for the purposes of this ordinance; and ratifying and confirming prior acts.

WHEREAS, the City of Seattle ("City") adopted Resolution Number 28865 in 1994, committing the City's support to Seattle School District's ("District") Building Excellence Capital Improvement Program ("BEX Program"); and

WHEREAS, as part of the BEX Program, the District substantially remodeled Garfield High School, including the Garfield Teen Life Center, which the Department of Parks and Recreation ("DPR") had operated for

7 years; and

WHEREAS, the remodeled Garfield High School includes certain improvements which were constructed on a portion of the City's Garfield Playfield, including a new Garfield Teen Life Center that DPR operates and that is available to students and members of the community; and

WHEREAS, there was no reasonable alternative to locating these improvements on Garfield Playfield property due to the constrained nature of the Garfield High School site and setback requirements applicable to the existing school buildings; and

WHEREAS, the City and the District desire that the portion of the City's Garfield Playfield on which the improvements were constructed be conveyed to the District and that the Garfield Teen Life Center be leased to the City and programmed by DPR under the Joint Use Agreement in effect between the District and DPR; and

WHEREAS, the City has redeveloped the Rainier Beach Community Center and portions of that development occupy land currently owned by the District; and

WHEREAS, the City and the District agree that an exchange of properties at Garfield Playfield and Rainier Beach is in their best interests and they have adjusted the boundaries of their respective properties so as to accomplish the exchange; and

WHEREAS, the City and the District now wish to complete the exchange and provide for the orderly development of the properties and for ongoing operation of the Garfield Teen Life Center; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Superintendent of Parks and Recreation ("Superintendent"), or his designee, is authorized, on behalf of the City of Seattle, to execute an agreement with the Seattle School District ("District") substantially in the form of Attachment 1, entitled Property Exchange Agreement.

Section 2. The Superintendent, or his designee, is further authorized, on behalf of the City of Seattle, to sign and deliver a quitclaim deed, substantially in the form of Exhibit A to Attachment 1, conveying to the Seattle School District the real property described therein.

Section 3. The Superintendent, or his designee, is further authorized, on behalf of the City of Seattle, to accept and record a quitclaim deed, substantially in the form of Exhibit B to Attachment 1, conveying to the City of Seattle the real property described therein, and to execute such other documents as such official deems necessary or desirable to accomplish the acquisition of the property. The property shall be accepted for open space, park, and recreation purposes, and placed under the jurisdiction of the Department of Parks and Recreation.

Section 4. The Superintendent, or his designee, is further authorized, on behalf of the City of Seattle, to enter into a 43-year lease of the Garfield Teen Life Center with Seattle School District substantially in the form of Exhibit C to Attachment 1.

Section 5. The Superintendent, or his designee, is further authorized, on behalf of the City of Seattle, to sign and enter into a Reciprocal Easement Agreement with Seattle School District substantially in the form of Exhibit D to Attachment 1 granting non-exclusive easements for ingress/egress and fire safety over the real property described therein.

Section 6. The requirements of Ordinance 118477, which adopted Initiative 42, are hereby superseded for the purposes of this ordinance.

Section 7. Any acts made consistent with the authority and prior to the effective date of this ordinance, including, without limitation, the recording of the Lot Boundary Adjustments, are hereby ratified and confirmed.

Section 8. 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 _____, 2015, and signed by me in open session in authentication of its passage this

_____ day of _____, 2015.

_____

President _____of the City Council

Approved by me this ____ day of _____, 2015.

_____

Edward B. Murray, Mayor

Filed by me this ____ day of _____, 2015.

_____

Monica Martinez Simmons, City Clerk

(Seal)

Attachment 1 - Property Exchange Agreement

Exhibit A - Quitclaim Deed for conveyance from City to District

Exhibit B - Quitclaim Deed for conveyance from District to City

Exhibit C - Lease for Garfield Teen Life Center

Exhibit D - Easement Agreement

PROPERTY EXCHANGE AGREEMENT

This Agreement is effective_____, 2014, by and between the City of Seattle, a municipal corporation ("the City") and the Seattle School District, a municipal corporation ("District").

RECITALS

1. In 2008, the District renovated Garfield High School. As part of the renovation, it demolished the existing Teen Center used by the City's Department of Parks and Recreation ("Parks") to provide public programming and constructed a new Garfield Teen Life Center that Parks wishes to lease from the District.

2. During the course of construction, the District determined it required a portion of Parks' adjacent Garfield Playfield for its project and the Parties negotiated and have recorded a lot boundary adjustment that will allow for the conveyance of approximately 35,000 square feet of the playfield to the District.

3. As consideration for the playfield property the District agreed to transfer to the City approximately 60,000 square feet of property that the District owns at the South Shore School and which is adjacent to the City's Rainier Beach Community Center. A lot boundary adjustment has been recorded that will allow for this conveyance.

4. To develop their respective properties at the South Shore/Rainier Beach location, the City and the District must obtain from one another certain access easements and the Parties wish to memorialize their agreements with respect to such easements.

5. The City and the District agree that the undertakings contemplated by this Agreement to allow the Parties to complete these independent yet complementary projects is in their best interests and in the best interests of the public.

Now, therefore, in consideration of the mutual covenants contained herein and for other valuable consideration, the City and the District (the "Parties") agree:

1. PURPOSE.

The purpose of this Agreement is to effectuate the exchange of the properties described in the recitals and the execution of such other documents as will allow each party to fully use and enjoy the property it receives as well as allowing for the City's continued operation of the Garfield Teen Life Center. The specific transactions are:

1.1 The City conveying to the District its interest in the real property legally described in EXHIBIT A, located at Garfield Playfield (the "City Property").

1.2 The District conveying to the City its interest in the real property legally described in EXHIBIT B, located at the Rainier Beach Community Center (the "District Property").

1.3 The City granting certain easements for access and fire access to the District as described in Lot Boundary Adjustment No. 3015401, recording number 2013108900003.

1.4 The District granting an access easement to the City as described in Lot Boundary Adjustment No. 3015401, recording number 2013108900003.

1.5 The execution of an Easement Agreement, substantially in the form of EXHIBIT C.

1.6 The execution of a Lease from the District to the City of the Garfield Teen Life Center, substantially in the in form of EXHIBIT D.

1.7 The City's payment of $24,028.19 to the District.

2. EXCHANGE CONSIDERATION

The conveyance of the property interests and the payment of funds described in this agreement is the entire compensation that each party will receive for the exchange.

3. CLOSING

A. Closing Date

This closing of this transaction will be held at the offices of Pacific Northwest Title Company, 116 Washington Avenue N., Seattle, Washington 98032 ("Escrow Agent."). The Parties shall work together diligently to accomplish the closing by March 1, 2015 (the "Closing Date"). If closing does not occur by the Closing Date, then unless the Parties have agreed in writing to an extension of time, Escrow Agent will terminate the escrow and return all documents and funds to the party that deposited them.

1) The City's escrow deposits

By the Closing Date, the City shall have delivered to Escrow Agent a fully executed original copy of each of the following:

a. A quitclaim deed, substantially in the form of EXHIBIT A hereto, conveying to District all of the City's right, title, and interest in and to the City Property;
b. A fully executed copy of the Easements Agreement, EXHIBIT C;

c. A fully executed lease of the Garfield Teen Life Center from the District, substantially in the form of EXHIBIT D hereto, for a term of 43 years.
d. Cash in the amount $24,028.19;
e. Real Estate Excise Tax Affidavit for the City Property;
f. A non-foreign affidavit under Section 1445 of the Internal Revenue Code;
g. Any other documents or instruments reasonably necessary to close this transaction;
h. Cash in an amount sufficient to pay the City's share of closing costs.

2) District's escrow deposits

By the Closing Date, District shall have delivered to Escrow Agent a fully executed original copy of each of the following:

a. A quitclaim deed, substantially in the form of EXHIBIT B hereto, conveying to the City all of District's right, title, and interest in and to the District Property;
b. A fully executed copy of the Easements Agreement, EXHIBIT C;
c. A fully executed lease of the Garfield Teen Life Center to the City, substantially in the form of EXHIBIT D hereto, for a term of 43 years;
d. Real Estate Excise Tax Affidavit for the District Property;
e. A non-foreign affidavit under Section 1445 of the Internal Revenue Code;
f. Any other documents or instruments reasonably necessary to close this transaction;
g. Cash in an amount sufficient to pay the District's share of closing costs.

B. Condition of Title

The City agrees to accept District's conveyance of the District Property subject to any and all encumbrance of record, except for any monetary encumbrances other than non-delinquent ad valorem property taxes. District represents there are no such monetary encumbrances, and District agrees to remove any such monetary encumbrance if they are found to exist.

District agrees to accept the City's conveyance of the City Property subject to any and all encumbrance of record except for any monetary encumbrances other than non-delinquent ad valorem property taxes. The City represents there are no such monetary encumbrances, and the City agrees to remove any such monetary encumbrance if they are found to exist.

The provisions of this Paragraph 3.B. shall survive the termination or expiration of this Agreement.

4. CONDITIONS TO CLOSING; CLOSING COSTS

The closing of this transaction is conditioned on each party's timely performance of all of its obligations under this Agreement; provided, that each party shall be given a reasonable period of time to cure any default alleged by the other party.

A. The City's Closing Costs:

The City shall pay (i) the recording fees for the deed to the District Property, (ii) one-half of the recording fees for the Easement Agreement, and (iii) one-half of Escrow Agent's fees.

B. The District's Closing Costs:

The District shall pay (i) the recording fees for the deed to the City Property, (ii) one-half of the recording fees for the Easement Agreement, and (iii) one-half of Escrow Agent's fees.

C. Excise Taxes

The District and the City acknowledge that based on existing State law, they anticipate that real estate excise taxes will not be payable on the conveyances contemplated. If, however, such taxes are imposed, the Parties will i) cooperate in good faith to obtain any relief available from the obligation to pay such taxes and (ii) each pays one-half of such taxes as may be imposed.

5. ADJUSTMENTS AND PRORATIONS

All property taxes payable in the year of closing and assessments will be prorated as of the Closing Date.

6. REPRESENTATIONS AND WARRANTIES

A. The City represents and warrants to District:

1) The City has full power and authority to convey the City Property to District.
2) The City is a municipal corporation duly organized and validly existing under the laws of the State of Washington. This Agreement and all documents executed by the City to be delivered to District at closing are, or at the time of closing will be (i) duly authorized, executed and delivered by the City, (ii) legal, valid and binding obligations of the City, (iii) sufficient to convey title or other property interest (if they purport to do so), and (iv) in compliance with all provisions of all agreements and judicial orders to which the City is a party or to which the City or any portion of the City Property is subject.

3) As of the date of this Agreement, the City is not aware of any default by District of any representation or warranty in this Agreement.
4) The City makes no representations or warranties, express or implied, regarding, and shall have no liability for: (i) the condition of the City Property or any buildings, structures or improvements thereon, or the suitability, habitability, merchantability, or fitness of the City Property for District's intended use or for any use whatsoever; (ii) compliance of the City Property with any building, zoning or fire laws or regulations or with the conditions of any permits of any governmental agency; (iii) the availability or existence of any water, sewer or other utility; (iv) the presence of any hazardous substances on or under the City Property or in any improvements thereon; (v) the accuracy or completeness of any plans and specifications, reports, or other materials provided to District; or (vi) any other matter relating to the condition of the City Property.

B. District represents and warrants to the City:

1) District has full power and authority to convey the District Property to the City.
2) District is a municipal corporation, duly organized and validly existing under the laws of the State of Washington. This Agreement and all documents executed by District to be delivered to the City at closing are, or at the time of closing will be (i) duly authorized, executed and delivered by District, (ii) legal, valid and binding obligations of District, (iii) sufficient to convey title or other property interest (if they purport to do so), and (iv) in compliance with all provisions of all agreements and judicial orders to which District is a party or to which District or any portion of the District Property is subject.
3) As of the date of this Agreement, District is not aware of any default by the City of any representation or warranty in this Agreement.
4) District makes no representations or warranties, express or implied, regarding, and shall have no liability for: (i) the condition of the District Property or any buildings, structures or improvements thereon, or the suitability, habitability, merchantability, or fitness of the District Property for the City's intended use or for any use whatsoever; (ii) compliance of the District Property with any building, zoning or fire laws or regulations or with the conditions of any permits of any governmental agency; (iii) the availability or existence of any water, sewer or other utility; (iv) the presence of any hazardous substances on or under the District Property or in any improvements thereon; (v) the accuracy or completeness of any plans and specifications, reports or other materials provided to the City; or (vi) any other matter relating to the condition of the District Property.

C. Survival of Representations and Warranties.

The provisions of this Section 6 shall survive the termination or expiration of this Agreement.

7. POSSESSION

At closing, the City shall deliver possession of the City Property to District, and District shall deliver possession of the District Property to the City, together with possession of the Garfield Teen Life Center.

8. NOTICES

Any notice under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service or given by mail, e-mail or facsimile. Any notice given by mail must be sent, postage prepaid, by certified or by registered mail, return receipt requested. All notices may from to time shall be directed in writing to:

The City of Seattle
Superintendent of Parks and Recreation
100 Dexter Avenue N.
Seattle, WA 98109

Seattle School District
Superintendent of Schools
John Stanford Center for Educational Excellence
2445 3rd Avenue South
Seattle, WA 98134

Seattle School District
Attn: General Counsel
John Stanford Center for Educational Excellence
2445 3rd Avenue South
Seattle, WA 98134

Any notice will be deemed to have been given, if personally delivered, when delivered, and if delivered by courier service, one business day after deposit with the courier service, and if mailed two business days after deposit at any post office in the USA, and if delivered via facsimile, the same days as verified, provided that any verification that occurs after 5 p.m. on a business day, or any time on a Saturday, Sunday or Holiday, will be deemed to have occurred as of 9 a.m. on the following business day.

9. AMENDMENTS

This Agreement may be amended or modified only by a written instrument executed by the City and District.

10. GOVERNING LAW

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Washington. Venue in any litigation shall be in King County, Washington.

11. ENTIRE AGEEMENT

This Agreement constitutes the entire agreement between the Parties regarding the exchange of the City Property and the District Property and supersedes all prior agreements and understandings between the Parties relating to the subject matter of this Agreement. All recitals and exhibits are by this reference incorporated and made a part of this Agreement.

12. TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

13. EMINENT DOMAIN

If, after the date of this Agreement, either party receives any notice of any state or federal condemnation proceeding or other proceedings in the nature of eminent domain, it will promptly send a copy of such notice to the other party. If any part of the property to be conveyed under this Agreement is taken by condemnation or eminent domain, the Parties shall nevertheless proceed with the transactions contemplated herein to the fullest possible extent and any proceeds paid on account of such condemnation or exercise of eminent domain shall be assigned to the party who would have received the property but for the taking.

14. WAIVER

Neither the City's nor District's waiver of the breach of any covenant or obligation under this Agreement will be construed as a waiver of the breach of any other covenants or as a waiver of a subsequent breach of the same covenant or obligation.

15. NEGOTIATION AND CONSTRUCTION

This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party.

16. EXHIBITS

The following exhibits are part of this Agreement:

EXHIBIT A – Quitclaim Deed for conveyance from the City to District
Attachment 1 to Exhibit A: Legal Description

EXHIBIT B – Quitclaim Deed for conveyance by District to the City
Attachment 1 to Exhibit B: Legal Description

EXHIBIT C – Easement Agreement
Attachment 1 to Exhibit C: Map of City Parcel A and District Parcel B
Attachment 2 to Exhibit C: Legal Descriptions
Attachment 3 to Exhibit C: Map of Access and Fire Easements
Attachment 4 to Exhibit C: Access and Fire Easements Legal Description

EXHIBIT D – Lease for conveyance of lease by District to the City
Attachment 1 to Exhibit D: Legal Description (Premises)
Attachment 2 to Exhibit D: Lease Area of Premises
Attachment 3 to Exhibit D: Reserved Parking Spaces for Garfield Teen Life Center

EXHIBIT A – Parks to District Garfield High School

AFTER RECORDING MAIL TO:
The City of Seattle Department of Parks and Recreation
Property Management
800 Maynard Avenue S
3rd Floor
Seattle, WA 98134-1336

Reference Number of Related Documents: Lot Boundary Adjustment No. 3004623, Recording Number 20070723900014.
Grantor(s): THE CITY OF SEATTLE
Grantee(s): SEATTLE SCHOOL DISTRICT NO. 1
Abbreviated Legal Description: THAT PORTION OF PARCEL B OF CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NUMBER 3004623, RECORDED IN VOLUME 229 OF SURVEYS, PAGES 44 THROUGH 46, UNDER KING COUNTY RECORDING NO. 20070723900014, MORE PARTICULARY DESCRIBED AS FOLLOWS:

QUITCLAIM DEED

THE **GRANTOR**, the **CITY OF SEATTLE**, a municipal corporation organized under the laws of the State of Washington, for and in consideration of valuable consideration, conveys and quit claims to the **GRANTEE,** the **SEATTLE SCHOOL DISTRICT No. 1,** the real estate described on Attachment 1 attached hereto and incorporated herein ("Property"), situated in the County of King, State of Washington, together with all after acquired title of the **GRANTOR** therein, **SUBJECT**, however, to all existing interests, including but not limited to all reservations, rights-of-way and easements of record or otherwise.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its proper officers this ____ day of _____2015.

THE CITYOF SEATTLE

STATE OF WASHINGTON

ss

COUNTY OF KING

On this _____day of _____, 2015, before me undersigned, a Notary Public in and for Washington, duly commissioned and sworn, appeared Christopher Williams, known to

be the Acting Superintendent of Parks and Recreation of The City of Seattle, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation and for uses and purpose mentioned, and on oath stated he was authorized to execute the said instrument and that the seal affixed is the corporate sign of said municipal corporation.

WITNESS my hand an official seal hereto affixed the day and year first above written.

Print Name_____

Notary Public in and for Washington residing at_____

My commission expires: _____

Attachment 1 to Exhibit A – City to District (Garfield High School)

PROPERTY ADDED TO PARCEL B OF CITY OF LBA NO. 3004623
GARFIELD HIGH SCHOOL

THAT PORTION OF PARCEL B OF CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NUMBER 3004623, RECORDED IN VOLUME 229 OF SURVEYS, PAGES 44 THROUGH 46, UNDER KING COUNTY RECORDING NO. 20070723900014, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF EAST JEFFERSON STREET (VACATED) WITH THE CENTERLINE OF 24TH AVENUE EAST(VACATED), SAID POINT BEING MARKED BY A CONCRETE MONUMENT WITH BRASS PIN IN CASE;
THENCE NORTH 89°59'49" WEST ALONG THE CENTERLINE OF EAST JEFFERSON STREET, A DISTANCE OF 278.92 FEET TO A POINT, SAID POINT BEING SOUTH 89°59'49" EAST, A DISTANCE OF 4.11 FEET FROM A CONCRETE MONUMENT WITH BRASS PIN IN CASE MARKING THE INTERSECTION OF THE WEST LINE OF THE PLAT OF GAMMA PONCIN'S ADDITION TO THE CITY OF SEATTLE, (RECORDED IN VOLUME 20 OF PLATS AT PAGE 51) WITH THE CENTERLINE OF EAST JEFFERSON STREET;
THENCE NORTH 00°00'07" EAST, A DISTANCE OF 19.74 FEET;
THENCE SOUTH 89°59'53" EAST, A DISTANCE OF 35.99 FEET;
THENCE NORTH 00°00'07" EAST, A DISTANCE OF 51.53 FEET;
THENCE SOUTH 89°59'46" EAST, A DISTANCE OF 490.55 FEET TO A POINT ON THE WEST MARGIN OF 25TH AVENUE EAST;
THENCE SOUTH 00°00'45" WEST ALONG SAID WEST MARGIN A DISTANCE OF 70.59 FEET TO A POINT ON THE CENTERLINE OF EAST JEFFERSON STREET, SAID POINT BEING SOUTH 89°50'48" WEST, A DISTANCE OF 30.00 FEET FROM THE INTERSECTION OF THE CENTERLINE OF EAST JEFFERSON STREET WITH THE CENTERLINE OF 25TH AVENUE EAST, SAID INTERSECTION BEING MARKED BY A CONCRETE MONUMENT WITH BRASS PIN IN CASE;
THENCE SOUTH 89°50'48" WEST A DISTANCE OF 247.60 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON.

AREA: 35,587 SQUARE FEET AND/OR 0.8170 ACRES, MORE OR LESS.

Additional Legal Description on Attachment Assessor's Property Tax Parcel or Account No.: Parcel A 7544800245, Parcel B 6840701230 and 2779100175.

EXHIBIT B – District to City (Rainier Beach Community Center)

AFTER RECORDING MAIL TO:
Seattle School District No. 1
Superintendent of Schools
John Stanford Center for Educational Excellence
2445 3rd Avenue South
Seattle, WA 98134

Reference Number of Related Documents: Lot Boundary Adjustment No. 3015401, Recording Number 20131018900003.
Grantor(s): SEATTLE SCHOOL DISTRICT NO. 1
Grantee(s): THE CITY OF SEATTLE
Abbreviated Legal Description: THAT PORTION OF PARCEL A OF CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NUMBER 3015401, RECORDED IN VOLUME 303 OF SURVEYS, PAGES 15 THROUGH 20, UNDER KING COUNTY RECORDING NO. 20131018900003, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

QUITCLAIM DEED

THE **GRANTOR**, **SEATTLE SCHOOL DISTRICT No. 1**, a municipal corporation organized under the laws of the State of Washington, for and in consideration of valuable consideration, conveys and quit claims to the **GRANTEE,** the **CITY OF SEATTLE,** the real estate described on Attachment 1 attached hereto and incorporated herein ("Property"), situated in the County of King, State of Washington, together with all after acquired title of the **GRANTOR** therein, **SUBJECT**, however, to all existing interests, including but not limited to all reservations, rights-of-way and easements of record or otherwise.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its proper officers this ____ day of _____2015.

SEATTLE SCHOOL DISTRICT

STATE OF WASHINGTON

COUNTY OF KING

On this _____day of _____, 2015, before me undersigned, a Notary Public in and for Washington, duly commissioned and sworn, appeared _____, known to be the Superintendent of the Seattle School District No. 1, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation and for uses and purpose mentioned, and on oath stated he was authorized to execute the aid instrument and that the seal affixed is the corporate sign of said municipal corporation.

WITNESS my hand an official seal hereto affixed the day and year first above written.

Print Name_____
Notary Public in and for Washington residing at_____
My commission expires: _____

Attachment 1 to Exhibit B – District to Parks Rainier Beach Community Center

PROPERTY ADDED TO PARCEL A OF CITY OF SEATTLE LBA NO. 3015401
RAINIER BEACH COMMUNITY CENTER

THAT PORTION OF PARCEL A OF CITY SEATTLE LOT BOUNDARY ADJUSTMENT NUMBER 3015401, RECORDED IN VOLUME 303 OF SURVEYS, PAGES 15 THROUGH 20, UNDER KING COUNTY RECORDING NO. 20131018900003, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST MARGIN OF RAINIER AVENUE SOUTH AND THE NORTH MARGIN OF SOUTH HENDERSON STREET;
THENCE NORTH 01°17'00" EAST 301.54 FEET ALONG SAID WEST MARGIN;
THENCE NORTH 01°00'50" EAST 230.47 FEET ALONG SAID WEST MARGIN TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 01°00'50" EAST 63.18 FEET ALONG SAID WEST MARGIN;
THENCE NORTH 88°51'11" WEST 371.07 FEET;
THENCE SOUTH 01°08'50" WEST 131.70 FEET;
THENCE SOUTH 49°34'45" EAST 90.40 FEET;
THENCE SOUTH 01°08'50" WEST 55.25 FEET;
THENCE SOUTH 88°51'10" EAST 27.43 FEET;
THENCE SOUTH 01°24'40" WEST 8.85 FEET TO THE CENTERLINE OF A WALL;
THENCE ALONG THE CENTERLINE OF SAID WALL FOR THE NEXT TWO COURSES
SOUTH 88°20'41" EAST 17.37 FEET;
THENCE SOUTH 01°08'50" WEST 138.49 FEET;
THENCE SOUTH 88°43'00" EAST 14.69 FEET TO A POINT OF NON-TANGENT CURVE, THE CENTER OF WHICH BEARS NORTH 59°07'52" EAST;
THENCE SOUTHEASTERLY, ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 62.85 FEET, THROUGH A CENTRAL ANGLE OF 43°39'46" A DISTANCE OF 47.89 FEET TO A POINT OF COMPOUND CURVE;
THENCE NORTHEASTERLY, ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 21.78 FEET, THROUGH A CENTRAL ANGLE OF 58°59'19" A DISTANCE OF 22.42 FEET TO A POINT OF REVERSE CURVE;
THENCE EASTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 81.31 FEET, THROUGH A CENTRAL ANGLE OF 32°44'36" A DISTANCE OF 46.47 FEET;
THENCE SOUTH 88°43'00" EAST 42.12 FEET;
THENCE SOUTH 01°17'00" WEST 7.89 FEET;
THENCE SOUTH 88°43'00" EAST 13.36 FEET TO A POINT OF NON-TANGENT CURVE, THE CENTER OF WHICH BEARS SOUTH 29°32'19" WEST;
THENCE SOUTHERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 81.31 FEET, THROUGH A CENTRAL ANGLE OF 13°41'47" A DISTANCE OF 19.44 FEET TO A POINT OF REVERSE CURVE;
THENCE SOUTHEASTERLY, ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 13.15 FEET, THROUGH A CENTRAL ANGLE OF 44°36'02" A DISTANCE OF 10.24 FEET TO A POINT OF COMPOUND CURVE;
THENCE EASTERLY, ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 70.00 FEET, THROUGH A CENTRAL ANGLE OF 35°00'26" A DISTANCE OF 42.77 FEET;
THENCE SOUTH 88°43'00 EAST 23.02 FEET TO SAID WEST MARGIN OF RAINIER AVENUE SOUTH;

THENCE NORTH 01°17'00" EAST 10.00 FEET ALONG SAID MARGIN;
THENCE NORTH 88°51'27" WEST 182.48 FEET;
THENCE NORTH 01°08'33" EAST 327.00 FEET;
THENCE SOUTH 88°51'27" EAST 182.21 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH A 12.5 FOOT ACCESS EASEMENT, AS SHOWN ON THE LOT BOUNDARY ADJUSTMENT NO. 3015401;

AND SUBJECT TO AND TOGETHER WITH EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD;

SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON.

AREA: 66,192 SQUARE FEET AND/OR 1.5196 ACRES, MORE OR LESS.

SEATTLE DEPARTMENT OF PARKS AND REC.
PARK DEPARTMENT
OLIVER Q. ROBAR, P.L.S.
BRH JOB NO. 2014080.00
DATE 04/18/14
REVISED 07/15/14

BUSH, ROED & HITCHINGS, INC.
2009 MINOR AVENUE EAST
SEATTLE, WA 98102
(206) 323-4144

EXHIBIT C – EASEMENT AGREEMENT

WHEN RECORDED, RETURN TO:

GRANTORS: The City of Seattle, a Washington municipal corporation; and Seattle School District No. 1, a municipal corporation

GRANTEES: Seattle School District No. 1, a municipal corporation; and The City of Seattle, a Washington municipal corporation

ABBR. LEGAL: Lots 1 & 2 of LBA No. 3015401, King County

TAX PARCEL NUMBERS: 212370-0240-03 and 212370-0250-00

RECORDING NUMBER OF
RELATED AGREEMENTS: 20131018900003

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement ("Easement Agreement") is entered into and effective this _____ day of _____, 2015 (the "Effective Date"), by and between the City of Seattle ("City"), a municipal corporation and the Seattle School District No. 1 ("District"), a municipal corporation.

RECITALS

WHEREAS, the City owns certain real property located at 8825 Rainier Avenue South in Seattle, King County, designated as Parcel A on Attachment 1 to Exhibit C page 1 and described on Attachment 3 to Exhibit C page 1 attached hereto (the "City Property"); and

WHEREAS, the District owns certain real property located at 4800 Henderson Street in Seattle, King County, designated as Parcel B on Attachment 1 to Exhibit C page 1 and described on Attachment 3 to Exhibit C page 2 attached hereto (the "District Property"); and

WHEREAS, the City Property and the District Property are adjacent to one another and the boundaries of the two properties were adjusted to allow the City to redevelop its Rainier Beach Community Center and the District to redevelop its South Shore School, as contemplated by Ordinance 106212; and

WHEREAS, the parties intend that the City Property and the District Property be benefited by two mutual easements, one for vehicular and pedestrian access (the "Access Easement") and the other for emergency vehicle and pedestrian access (the "Fire Access Easement"), that will run across certain portions of the City Property and the District Property as shown on Attachment 3 to Exhibit C; and

WHEREAS, the areas across which the easements shall run (the "Access Easement Area" and the "Fire Access Easement Area") are legally described in Attachment 4 to Exhibit C ; and

WHEREAS, the parties have caused certain improvements, including driveways and a driveway security system that serve both properties (the "Access Easement Improvements" and the "Fire Access Easement Improvements'), to be constructed within the easement areas along the borderline of said properties, approximately one-half within the boundaries of each and the parties wish to provide for the on-going use and maintenance of the easement areas and their improvements.

As used in this agreement, the invitees, licensees, agents, employees and tenants of the City Property and the District Property are referred to as their respective "Authorized Users."

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt, value and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

AGREEMENT

1. Easement Use.

1.1 Grant of Access Easements. The City grants to the District and the District grants to the City a non-exclusive perpetual easement to, over and upon their respective interests in the Access Easement Area. The purposes of the Easement are (i) to provide to the City and the District and their respective Authorized Users 24-hour pedestrian and vehicular ingress and egress to and from the public right-of-way commonly known as Rainier Avenue South; and (ii) to allow the City and the District to install, maintain and repair the current and future improvements within the Access Easement Area. The parties will not use or permit their respective Authorized Users to use the Access Easement for any unlawful purpose, nor will either party or their respective Authorized Users commit any nuisance or waste in connection with use of the Access Easement.

1.2 Grant of Fire Access Easements. The City grants to the District and the District grants to the City a perpetual non-exclusive easement to, over and upon their respective interests in the Fire Access Easement Area. The purposes of the Easement are (i) to provide to the City and the District and their respective Authorized Users 24-hour pedestrian ingress and egress to and from the public right-of-way commonly known as Rainier Avenue South; (ii) to provide for access by emergency vehicles, including fire trucks and ambulances; and (iii) to allow the City and the District to install, maintain and repair the current and future improvements within the Fire Access Easement Area. The parties will not use or permit their respective Authorized Users to use the Fire Access Easement for any unlawful purpose, nor will either party or their respective Authorized Users commit any nuisance or waste in connection with use of the Fire Access Easement.

1.3 Binding Effect of Easement. This Easement Agreement and its terms and conditions shall constitute covenants running with the land affected or benefited thereby and the rights and obligations of both parties shall inure to the benefit of and be binding upon their respective successors and assigns.

2. Non-Interference. Neither party shall permit, operate or install any parked vehicle, other object, or any improvements on its property which in any way unreasonably restricts or interferes with the reciprocal easements granted herein. The parties shall cooperate in scheduling temporary closures of the easement areas for repairs or maintenance and shall document such closures in writing. Apart from maintenance, the easement areas shall only be closed in cases of emergency, including civil unrest.

3. Nature of Easements and Rights Granted.

3.1 Easements Appurtenant. Each of the easements and rights granted or created herein is an appurtenance to the applicable benefited site, and none of such easements or rights may be transferred, assigned or encumbered except as an appurtenance to the applicable benefited site.

3.2 Nature and Effect of Easements. All of the easements, covenants, restrictions and provisions contained in this Easement Agreement:

3.2.1 create equitable servitudes upon the City Property and the District Property in favor of the other property;

3.2.2 constitute covenants running with the land; and

3.2.3 shall bind every person or entity having any fee, leasehold or other interest in any portion of either property at any time or from time to time, to the extent that such portion is affected or bound by the easement, covenant, restriction, or provision in question, or to the extent that such easement, covenant, restriction or provision is to be performed on such portion.

3.3 Transfer of Title. The acceptance of any transfer or conveyance of title from any owner of all or any part of its interest in its property shall be deemed, without any further action by the grantor or the grantee, to:

3.3.1 require the grantee to agree not to use, occupy or allow any lessee or occupant of such property to use or occupy the property in any manner which would constitute a violation or breach of any of the easements and covenants contained herein; and

3.3.2 require the grantee to assume and agree to perform each and all of the obligations of the conveying party under this Easement Agreement with respect to all (or the applicable portion of) such property which will be conveyed to such grantee.

3.4 Successors. The obligations set forth in this Section 3 shall be binding on any successors or assigns of the named parties.

4. Maintenance. The Access Easement Improvements and the Fire Access Easement Improvements shall be maintained in a manner that preserves their function and appearance as integral facilities serving the City Property and the District Property, reasonably free of defects and serviceable to both owners. The easements shall also be constructed and maintained in accordance with the provisions of Seattle Municipal Code Section 23.53.025 or any successor ordinance. The City and the District shall share responsibility for all maintenance (including repair and replacement, as appropriate) associated with the easement improvements. Said maintenance responsibilities shall include, without limitation, any maintenance necessary for the attractive appearance and proper functioning of the driveway security gate or bollards installed in the Fire Access Easement Area. Before making any arrangements for maintenance of the easement improvements, the owner proposing to undertake such maintenance shall provide notice to the other owner not less than fifteen (15) days prior to the commencement of any such work.. Any notice provided shall include reasonably detailed information concerning the nature and scope of the proposed maintenance work and the estimated cost thereof, and shall request the other owner's concurrence in the proposed work. Should the owner receiving the request disagree with the nature and/or scope of such proposed maintenance, the owner to whom such notice is provided may request that the owner providing such notice meet and confer to discuss and, if possible, come to an agreement on the nature and scope of such proposed maintenance work. Should the parties fail to come to an agreement regarding the nature and scope of such maintenance or, should either of the owners decline to meet and confer regarding such maintenance, the provisions of Section 7.7 shall apply. (If emergency maintenance is required and cannot reasonably be delayed for the fifteen (15) day notice period, the owner proposing emergency maintenance work shall make a reasonable effort to notify the other owner of the proposed work and to obtain that owner's concurrence prior to the commencement of such maintenance work.) Each of the owners and either one of them individually, shall exercise reasonable judgment in arranging for such maintenance to the easement improvements at reasonable cost. The owner making any such arrangements shall make payment to any vendor or contractor performing such maintenance and shall be entitled to reimbursement of the other owner's share of the maintenance expense so incurred in accordance with this Section. The owners shall share such reasonable expenses for maintenance of the easement improvements on a 50/50 basis; that is, each owner shall be responsible for fifty percent (50%) of such maintenance expenses.

Notwithstanding the foregoing, in the event damage to the easement area improvements is caused by one party or its Authorized Users, including damage caused by hauling or construction activities in or around the easement areas but not including ordinary wear or tear, that party will promptly restore such improvements to the condition in which they existed prior to such damage.

Within ten (10) days after delivery of a statement documenting reasonable maintenance costs incurred in accordance with this Section, an owner shall reimburse the other owner for the share of easement improvements maintenance expenses due in accordance with this Section. Each owner shall be responsible for all maintenance associated with any objects or improvements owned by such owner, and properly placed within the easement area, at the owner's sole expense.

5. Indemnification. (a) The owner of the City Property shall defend, indemnify and hold the owner of the District Property and all of its employees or agents harmless from any and all claims, demands, or liability arising from alleged acts or omissions by the owner of the City Property or its employees or agents, or the negligent maintenance, construction, or dangerous condition of the City Property; and (b) The owner of the District Property shall defend, indemnify and hold the owner of the City Property and all of its employees or agents harmless from any and all claims, demands, or liability arising from alleged acts or omissions by the owner of the District Property or its employees or agents, or the negligent maintenance, construction or dangerous condition of the District Property. For purposes of this Easement Agreement only, each of the parties specifically and expressly waives, with respect to the other, its immunity and limitation on liability under any industrial insurance legislation including but not limited to Title 51 RCW.

6. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, commercial overnight courier with written verification of receipt or by telecopy facsimile. A notice shall be deemed given: (a) when delivered by personal delivery (as evidenced by the receipt); (b) two (2) business days after deposit in the mail if sent by registered or certified mail; (c) one (1) business day after having been sent by commercial overnight courier (as evidenced by the written verification of receipt); or (d) on the date of confirmation if telecopied. Notices shall be addressed as set forth below, but any addressee may change its address by written notice in accordance herewith.

To the City: The City of Seattle
Superintendent of Parks and Recreation
100 Dexter Avenue N.
Seattle, WA 98109

To the District: Seattle School District #1
Superintendent of Schools
John Stanford Center for Educational Excellence
2445 3rd Avenue South
Seattle, WA 98134

7. General Provisions.

7.1 Entire Agreement. This Easement Agreement (including Exhibits attached) constitutes the entire agreement and understanding between the parties with respect to the subject matter contained herein, and supersedes any prior agreement and understanding about the subject matter hereof. This Easement Agreement may be modified or amended only by a written instrument executed by the parties hereto.

7.2 Headings. The subject headings of the sections and paragraphs of this Easement Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

7.3 Severability. If any term or provision of this Easement Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Easement Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

7.4 Waiver. No waiver of any breach of any of the easements, covenants and/or agreements herein contained shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.

7.5 Successors and Assigns. Each covenant and condition contained in this Easement Agreement shall run with the land affected thereby and inure to the benefit of and be binding on the parties to this Easement Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns, except as otherwise provided herein.

7.6 Recording. A fully executed counterpart of this Easement Agreement shall be recorded in the King County Department of Records and Elections.

7.7 Modifications/Termination. Neither this Agreement nor any provision may be modified or terminated except by a written agreement of the record owners of the City Property and the District Property duly recorded in the real property records of King County, Washington.

7.8 Dispute Resolution. Except as provided herein, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Easement Agreement may be commenced until the matter has been submitted to mediation. Either party may commence mediation by providing to the other party a written request for mediation, setting forth the subject of the dispute or the relief requested. If the parties are unable to agree on a mediator within five days from the date of the request, then the party requesting mediation may submit the matter to the Judicial Arbitration and Mediation Service, or any similar professional mediation organization in King County, Washington, and the parties will cooperate with such organization and with one another in selecting a mediator from the organization's panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 days after the date of filing the written request for mediation, whichever occurs first.

7.9 Attorneys' Fees and Costs. If any legal action or any other proceeding is brought for the enforcement of this Easement Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Easement Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other

relief to which it or they may be entitled, including the fees and costs incurred in enforcing any judgment which may be obtained in said action.

7.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date first written above.

Seattle School District No. 1

By: _____

Name: _____

Its: _____

The City of Seattle

By: _____

Name: Christopher Williams

Its: Acting Superintendent of Parks and Recreation

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

On this _____ day of _____, 20155, before me personally appeared _____, to me known to be the _____ of the SEATTLE SCHOOL DISTRICT No. 1, a Washington school district, the party that executed the within and foregoing instrument as landlord, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

_____

Notary Public in and for the State of Washington, residing at _____

My commission expires: _____

_____

[Type or Print Notary Name]

(Use This Space for Notarial Seal Stamp)

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

On this _____ day of _____, 2015, before me personally appeared _____, to me known to be the _____ of the Department of Parks and Recreation of THE CITY OF SEATTLE, the party that executed the foregoing instrument as Tenant, and acknowledged said instrument to be the free and voluntary act and deed of said party, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

_____

Notary Public in and for the State of Washington, residing at _____

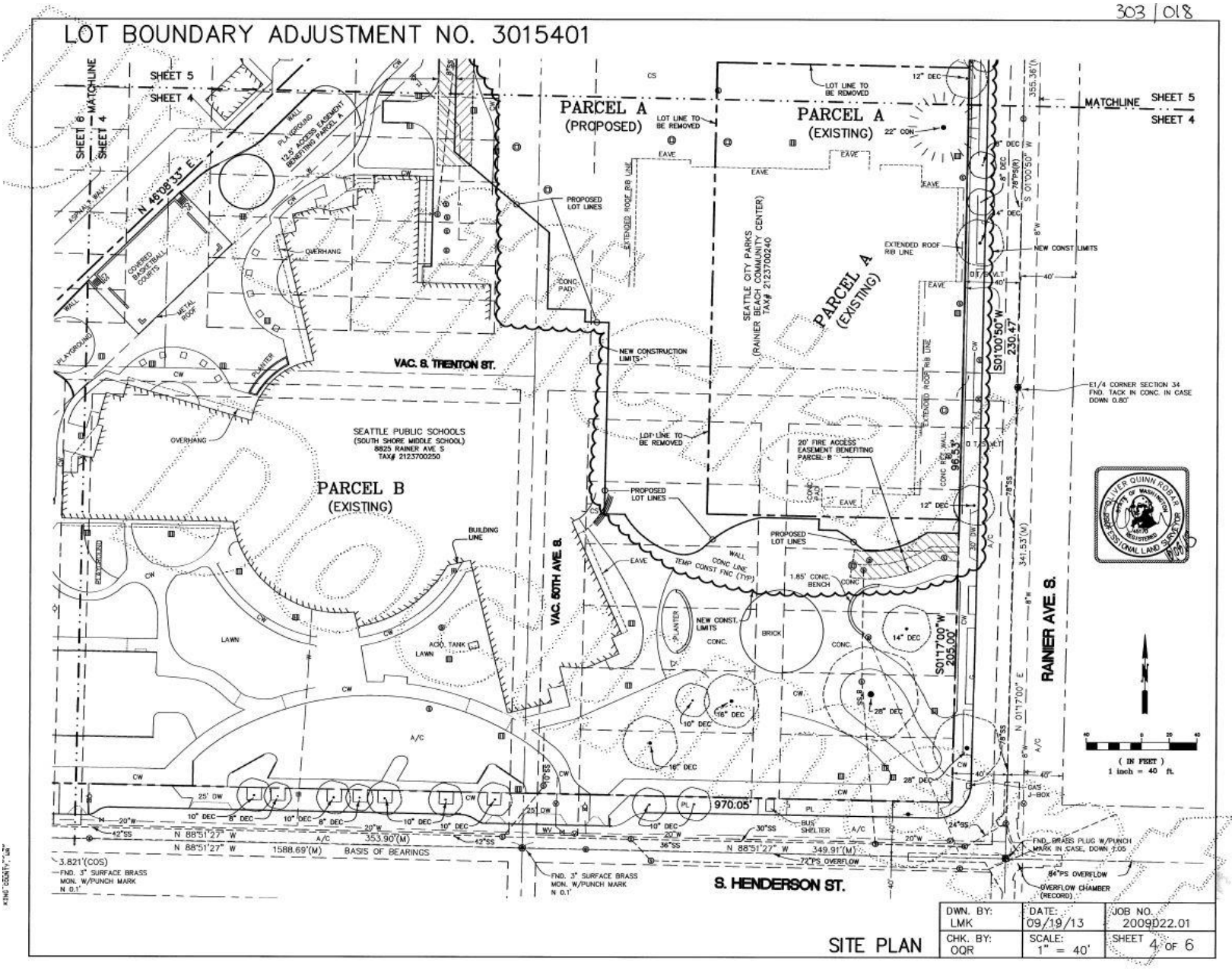
My commission expires: _____

_____

[Type or Print Notary Name]

(Use This Space for Notarial Seal Stamp)

Attachment 1 to Exhibit C – City Parcel A and District Parcel B



Attachment 2 to Exhibit C – City Property (page 1 of 2)

LEGAL DESCRIPTION PROPOSED NEW PARCEL A:

THOSE PORTIONS OF LOT 10, DUNLAP'S PLAT OF LAND ON LAKE WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 54, AND OF BLOCK 6, PIONEER ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 25 OF PLATS, PAGE 35, AND OF BLOCK 6, PLAT OF LINDENAU, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 50, RECORDS OF KING COUNTY, WASHINGTON, TOGETHER WITH THOSE PORTIONS OF VACATED SOUTH TRENTON STREET, VACATED 50TH AVE SOUTH, AND VACATED ALLEY IN SAID BLOCK 6, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST MARGIN OF RAINIER AVENUE SOUTH AND THE NORTH MARGIN OF SOUTH HENDERSON STREET;
THENCE NORTH 01°17'00" EAST 195.00 FEET ALONG SAID WEST MARGIN OF RAINIER AVENUE SOUTH TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 01°17'00" EAST 106.54 FEET ALONG SAID WEST MARGIN;
THENCE NORTH 01°00'50" EAST 293.64 FEET ALONG SAID WEST MARGIN;
THENCE NORTH 88°51'11" WEST 371.07 FEET;
THENCE SOUTH 01°08'50" WEST 131.70 FEET;
THENCE SOUTH 49°34'45" EAST 90.40 FEET;
THENCE SOUTH 01°08'50" WEST 55.25 FEET;
THENCE SOUTH 88°51'10" EAST 27.43 FEET;
THENCE SOUTH 01°24'40" WEST 8.85 FEET;
THENCE SOUTH 88°20'41" EAST 17.37 FEET;
THENCE SOUTH 01°08'50" WEST 138.49 FEET;
THENCE SOUTH 88°43'00" EAST 14.69 FEET TO A POINT OF NON-TANGENT CURVE, THE CENTER OF WHICH BEARS NORTH 59°07'52" EAST;
THENCE SOUTHEASTERLY, ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 62.85 FEET, THROUGH A CENTRAL ANGLE OF 43°39'46" A DISTANCE OF 47.89 FEET TO A POINT OF COMPOUND CURVE;
THENCE NORTHEASTERLY, ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 21.78 FEET, THROUGH A CENTRAL ANGLE OF 58°59'19" A DISTANCE OF 22.42 FEET TO A POINT OF REVERSE CURVE;
THENCE EASTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 81.31 FEET, THROUGH A CENTRAL ANGLE OF 32°44'36" A DISTANCE OF 46.47 FEET;
THENCE SOUTH 88°43'00" EAST 42.12 FEET;
THENCE SOUTH 01°17'00" WEST 7.89 FEET;
THENCE SOUTH 88°43'00" EAST 13.36 FEET TO A POINT OF NON-TANGENT CURVE, THE CENTER OF WHICH BEARS SOUTH 29°32'19" WEST;
THENCE SOUTHERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 81.31 FEET, THROUGH A CENTRAL ANGLE OF 13°41'47" A DISTANCE OF 19.44 FEET TO A POINT OF REVERSE CURVE;
THENCE SOUTHEASTERLY, ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 13.15 FEET, THROUGH A CENTRAL ANGLE OF 44°36'02" A DISTANCE OF 10.24 FEET TO A POINT OF COMPOUND CURVE;
THENCE EASTERLY, ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 70.00 FEET, THROUGH A CENTRAL ANGLE OF 35°00'26" A DISTANCE OF 42.77 FEET;
THENCE SOUTH 88°43'00 EAST 23.02 FEET TO THE POINT OF BEGINNING

SUBJECT TO AND TOGETHER WITH A 12.5 FOOT ACCESS EASEMENT, AS SHOWN ON THE LOT BOUNDARY ADJUSTMENT NO. 3015401;

ALSO TOGETHER WITH A 20' FIRE ACCESS EASEMENT AS SHOWN ON THE LOT BOUNDARY ADJUSTMENT NO. 3015401;

AND SUBJECT TO AND TOGETHER WITH EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD;

SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON.

Attachment 2 to Exhibit C – The District Property (page 2 of 2)

LEGAL DESCRIPTION PROPOSED NEW PARCEL B:

THOSE PORTIONS OF BLOCKS 1 AND 2, HOLMES & LAWRENCE'S 5TH ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS, PAGE 44, AND PORTIONS OF LOTS 10 AND 12, DUNLAP'S PLAT OF LAND ON LAKE WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 54, AND OF BLOCK 6, PIONEER ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 25 OF PLATS, PAGE 35, AND THAT PORTION OF BLOCK 1 OF SPEEDWAY ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 62, AND OF THOSE PORTIONS OF BLOCKS 1, 5 AND 6, PLAT OF LINDENAU, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 50, ALL IN RECORDS OF KING COUNTY, WASHINGTON, TOGETHER WITH THOSE PORTIONS OF VACATED STREETS AND ALLEYS CONTAINED THEREIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST MARGIN OF RAINIER AVENUE SOUTH AND THE NORTH MARGIN OF SOUTH HENDERSON STREET;

THENCE NORTH 88°51'27" WEST ALONG SAID NORTH MARGIN OF SOUTH HENDERSON STREET, 970.05 FEET TO THE EAST MARGIN OF 46TH AVENUE SOUTH;

THENCE NORTH 01°15'17" EAST ALONG SAID EAST MARGIN 121.75 FEET;

THENCE SOUTH 88°51'27" EAST 295.90 FEET;

THENCE NORTH 01°08'33" EAST 210.39 FEET;

THENCE NORTH 46°08'33" EAST 415.77 FEET

THENCE NORTH 01°08'33" EAST 333.29 FEET TO THE SOUTH MARGIN OF SOUTH CLOVERDALE STREET;

THENCE SOUTH 89°15'05" EAST 379.18 FEET ALONG SAID SOUTH MARGIN TO THE WEST MARGIN OF RAINIER AVENUE SOUTH;

THENCE SOUTH 01°00'50" WEST 366.88 FEET ALONG SAID WEST MARGIN;

THENCE NORTH 88°51'31" WEST 37.07 FEET;

THENCE SOUTH 01°08'50" WEST 131.70 FEET;

THENCE SOUTH 49°34'45" EAST 90.40 FEET;

THENCE SOUTH 01°08'50" WEST 55.25 FEET;

THENCE SOUTH 88°51'10" EAST 27.43 FEET;

THENCE SOUTH 01°24'40" WEST 6.65 FEET;

THENCE SOUTH 88°20'41" EAST 17.37 FEET;

THENCE SOUTH 01°08'50" WEST 136.49 FEET;

THENCE SOUTH 88°43'00" EAST 14.69 FEET TO A POINT OF NON-TANGENT CURVE, THE CENTER OF WHICH BEARS NORTH 59°07'52" EAST;

THENCE SOUTHEASTERLY, ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 62.85 FEET, THROUGH A CENTRAL ANGLE OF 43°39'46" A DISTANCE OF 47.89 FEET TO A POINT OF COMPOUND CURVE;

THENCE NORTHEASTERLY, ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 22.76 FEET, THROUGH A CENTRAL ANGLE OF 58°59'19" A DISTANCE OF 22.42 FEET TO A POINT OF REVERSE CURVE;

THENCE EASTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 81.31 FEET, THROUGH A CENTRAL ANGLE OF 32°44'36" A DISTANCE OF 46.47 FEET;

THENCE SOUTH 88°43'00" EAST 42.12 FEET;

THENCE SOUTH 01°17'00" WEST 7.89 FEET;

THENCE SOUTH 88°43'00" EAST 13.36 FEET TO A POINT OF NON-TANGENT CURVE, THE CENTER OF WHICH BEARS SOUTH 29°32'19" WEST;

THENCE SOUTHERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 81.31 FEET, THROUGH A CENTRAL ANGLE OF 13°41'47" A DISTANCE OF 19.44 FEET TO A POINT OF REVERSE CURVE;

THENCE SOUTHEASTERLY, ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 13.15 FEET, THROUGH A CENTRAL ANGLE OF 44°36'02" A DISTANCE OF 10.24 FEET TO A POINT OF COMPOUND CURVE;

THENCE EASTERLY, ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 70.00 FEET, THROUGH A CENTRAL ANGLE OF 35°06'26" A DISTANCE OF 42.77 FEET;

THENCE SOUTH 88°43'00" EAST 23.02 FEET

TO SAID WEST MARGIN OF RAINIER AVENUE SOUTH;

THENCE SOUTH 01°17'00" WEST 195.00 FEET TO THE POINT OF BEGINNING;

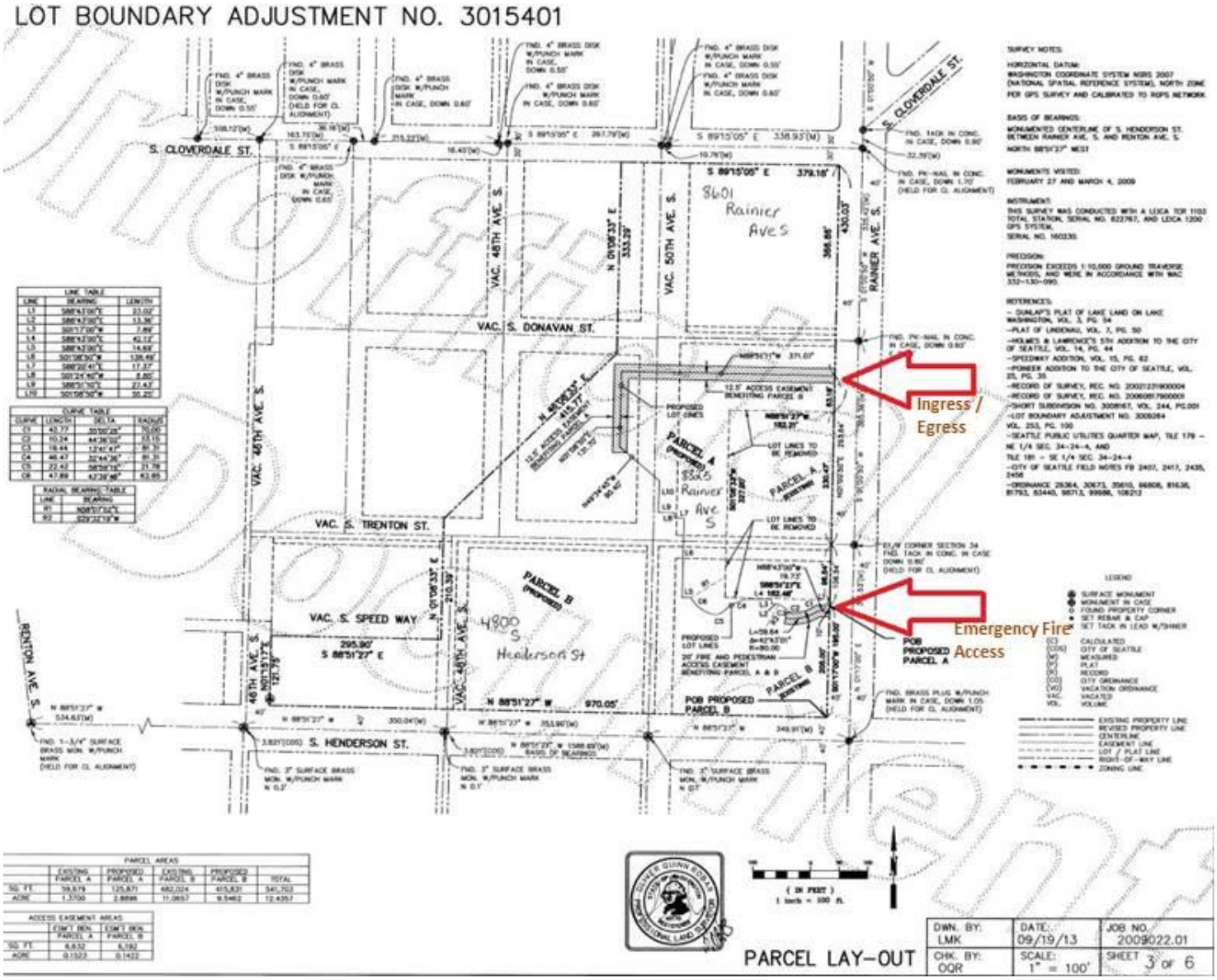
SUBJECT TO AND TOGETHER WITH A 12.5 FOOT ACCESS EASEMENT, AS SHOWN ON THE LOT BOUNDARY ADJUSTMENT NO. 3015401;

ALSO TOGETHER WITH A 20' FIRE ACCESS EASEMENT AS SHOWN ON THE LOT BOUNDARY ADJUSTMENT NO. 3015401;

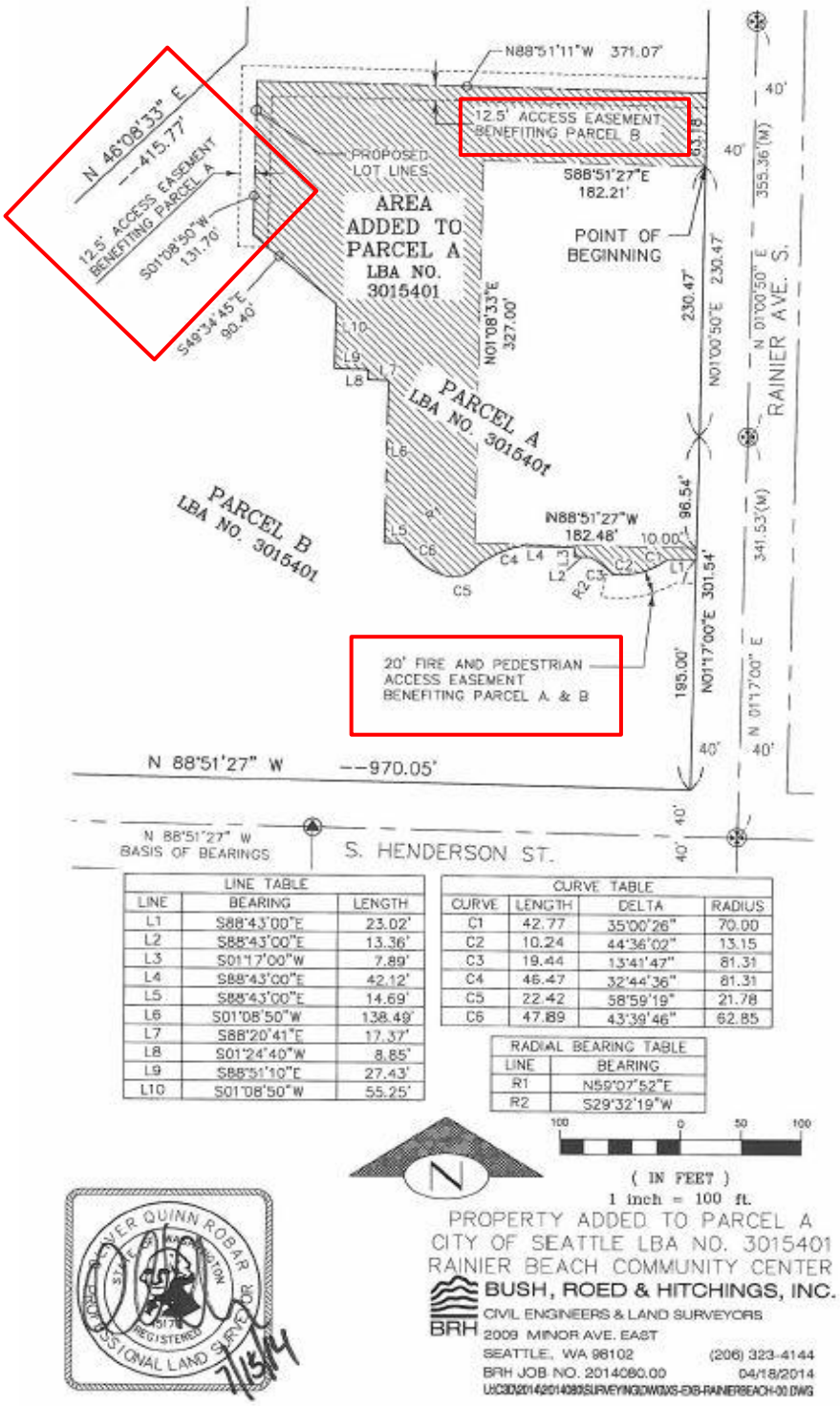
AND SUBJECT TO AND TOGETHER WITH EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD;

SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON.

Attachment 3 to Exhibit C – Easements (page 1 of 2)



Attachment 3 to Exhibit C – Easements (page 2 of 2)



LINE TABLE		
LINE	BEARING	LENGTH
L1	S88°43'00"E	23.02'
L2	S88°43'00"E	13.36'
L3	S01°17'00"W	7.89'
L4	S88°43'00"E	42.12'
L5	S88°43'00"E	14.69'
L6	S01°08'50"W	138.49'
L7	S88°20'41"E	17.37'
L8	S01°24'40"W	8.85'
L9	S88°51'10"E	27.43'
L10	S01°08'50"W	55.25'

CURVE TABLE			
CURVE	LENGTH	DELTA	RADIUS
C1	42.77	35°00'26"	70.00
C2	10.24	44°36'02"	13.15
C3	19.44	13°41'47"	81.31
C4	46.47	32°44'36"	81.31
C5	22.42	58°59'19"	21.78
C6	47.89	43°39'46"	62.85

RADIAL BEARING TABLE	
LINE	BEARING
R1	N59°07'52"E
R2	S29°32'19"W

Attachment 4 to Exhibit C – Access and Fire Easements Legal Description (page 1 of 6)

ACCESS EASEMENT BENEFITING PARCEL A

THAT PORTION OF PARCEL B OF CITY SEATTLE LOT BOUNDARY ADJUSTMENT NUMBER 3015401, RECORDED IN VOLUME 303 OF SURVEYS, PAGES 15 THROUGH 20, UNDER KING COUNTY RECORDING NO. 20131018900003, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST MARGIN OF RAINIER AVENUE SOUTH AND THE NORTH MARGIN OF SOUTH HENDERSON STREET, BEING 40 FEET WESTERLY OF THE MONUMENTED CENTERLINE OF RAINIER AVENUE SOUTH AND 40 FEET NORTHERLY OF THE MONUMENTED CENTERLINE OF SOUTH HENDERSON STREET;
THENCE NORTH 01°17'00" EAST, A DISTANCE OF 301.54 FEET ALONG SAID WEST MARGIN;
THENCE NORTH 01°00'50" EAST, A DISTANCE OF 293.64 FEET ALONG SAID WEST MARGIN TO THE TRUE POINT OF BEGINNING AND THE NORTHEAST CORNER OF PARCEL A OF SAID CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT;
THENCE CONTINUING NORTH 01°00'50" EAST, A DISTANCE OF 12.50 FEET ALONG SAID WEST MARGIN;
THENCE NORTH 88°51'11" WEST, A DISTANCE OF 383.54 FEET;
THENCE SOUTH 01°08'50" WEST, A DISTANCE OF 154.42 FEET;
THENCE SOUTH 88°51'10" EAST, A DISTANCE OF 25.00 FEET TO THE WEST LINE OF PARCEL A OF SAID CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT;
THENCE ALONG WEST AND NORTH LINE OF SAID PARCEL A FOR THE NEXT THREE COURSES, NORTH 49°34'45" WEST, A DISTANCE OF 16.15 FEET;
THENCE NORTH 01°08'50" EAST, A DISTANCE OF 131.70 FEET;
THENCE SOUTH 88°51'11" EAST, A DISTANCE OF 371.07 FEET TO SAID WEST MARGIN AND THE TRUE POINT OF BEGINNING;

SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON.

CONTAINING AN AREA OF 6,632 SQUARE FEET, MORE OR LESS.

SEATTLE DEPARTMENT OF PARKS AND REC.
PARK DEPARTMENT
OLIVER Q. ROBAR, P.L.S.
BRH JOB NO. 2014080.01
DATE 07/15/14

BUSH, ROED & HITCHINGS, INC.
2009 MINOR AVENUE EAST
SEATTLE, WA 98102
(206) 323-4144

Attachment 4 to Exhibit C – Access and Fire Easements Legal Description (page 2 of 6)

EXHIBIT A
ACCESS EASEMENT BENEFITING
PARCEL A OF COS LBA# 3015401

BUSH, ROED & HITCHINGS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
2009 MINOR AVE. EAST
SEATTLE, WA 98102 (206) 323-4144
BRH JOB NO. 2014060.01 07/15/2014
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Attachment 4 to Exhibit C – Access and Fire Easements Legal Description (page 3 of 6)

ACCESS EASEMENT BENEFITING PARCEL B

THAT PORTION OF PARCEL A OF CITY SEATTLE LOT BOUNDARY ADJUSTMENT NUMBER 3015401, RECORDED IN VOLUME 303 OF SURVEYS, PAGES 15 THROUGH 20, UNDER KING COUNTY RECORDING NO. 20131018900003, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST MARGIN OF RAINIER AVENUE SOUTH AND THE NORTH MARGIN OF SOUTH HENDERSON STREET, BEING 40 FEET WESTERLY OF THE MONUMENTED CENTERLINE OF RAINIER AVENUE SOUTH AND 40 FEET NORTHERLY OF THE MONUMENTED CENTERLINE OF SOUTH HENDERSON STREET;
THENCE NORTH 01°17'00" EAST, A DISTANCE OF 301.54 FEET ALONG SAID WEST MARGIN;
THENCE NORTH 01°00'50" EAST, A DISTANCE OF 293.64 FEET ALONG SAID WEST MARGIN TO THE TRUE POINT OF BEGINNING AND THE NORTHEAST CORNER OF PARCEL A OF SAID CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT;
THENCE ALONG THE NORTH AND WEST LINES OF SAID PARCEL A FOR THE NEXT 3 COURSES, NORTH 88°51'11" WEST, A DISTANCE OF 371.07 FEET;
THENCE SOUTH 01°08'50" WEST, A DISTANCE OF 131.70 FEET;
THENCE SOUTH 49°34'45" EAST, A DISTANCE OF 16.15 FEET;
THENCE NORTH 01°08'50" EAST, A DISTANCE OF 129.42 FEET;
THENCE SOUTH 88°51'11" EAST, A DISTANCE OF 358.60 FEET TO SAID WEST MARGIN;
THENCE ALONG SAID WEST MARGIN NORTH 01°00'50" EAST, A DISTANCE OF 12.50 FEET TO THE TRUE POINT OF BEGINNING;

SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON.

CONTAINING AN AREA OF 6,192 SQUARE FEET, MORE OR LESS.

SEATTLE DEPARTMENT OF PARKS AND REC.
PARK DEPARTMENT
OLIVER Q. ROBAR, P.L.S.
BRH JOB NO. 2014080.01
DATE 07/15/14

BUSH, ROED & HITCHINGS, INC.
2009 MINOR AVENUE EAST
SEATTLE, WA 98102
(206) 323-4144

Attachment 4 to Exhibit C – Access and Fire Easements Legal Description (page 4 of 6)

EXHIBIT B
ACCESS EASEMENT BENEFITING
PARCEL B OF COS LBA# 3015401

BUSH, ROED & HITCHINGS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
2009 MINOR AVE. EAST
SEATTLE, WA 98102 (206) 323-4144
BRH JOB NO. 2014080.01 07/15/2014
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Attachment 4 to Exhibit C – Access and Fire Easements Legal Description (page 5 of 6)

EASEMENT FOR FIRE AND PEDESTRIAN ACCESS

THAT PORTION OF PARCEL B OF CITY SEATTLE LOT BOUNDARY ADJUSTMENT NUMBER 3015401, RECORDED IN VOLUME 303 OF SURVEYS, PAGES 15 THROUGH 20, UNDER KING COUNTY RECORDING NO. 20131018900003, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST MARGIN OF RAINIER AVENUE SOUTH AND THE NORTH MARGIN OF SOUTH HENDERSON STREET, BEING 40 FEET WESTERLY OF THE MONUMENTED CENTERLINE OF RAINIER AVENUE SOUTH AND 40 FEET NORTHERLY OF THE MONUMENTED CENTERLINE OF SOUTH HENDERSON STREET;
THENCE NORTH 01°17'00" EAST, A DISTANCE OF 195.00 FEET ALONG SAID WEST MARGIN TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 88°43'00" WEST, A DISTANCE OF 23.02 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTH, WITH A RADIUS OF 70.00 FEET WHICH CENTER BEARS NORTH 36°22'22" WEST;
THENCE WESTERLY ALONG SAID CURVE A DISTANCE OF 55.26 FEET AND THROUGH A CENTRAL ANGLE OF 45°13'52";
THENCE SOUTH 08°51'30" WEST, A DISTANCE OF 20.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTH, WITH A RADIUS OF 90.00 FEET WHICH CENTER BEARS NORTH 08°51'30" EAST;
THENCE EASTERLY ALONG SAID CURVE A DISTANCE OF 63.85 FEET AND THROUGH A CENTRAL ANGLE OF 40°38'51";
THENCE SOUTH 88°43'00" EAST, A DISTANCE OF 16.67 FEET TO SAID WEST MARGIN;
THENCE ALONG SAID WEST MARGIN NORTH 01°17'00" EAST, A DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING;

SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON.

CONTAINING AN AREA OF 1,588 SQUARE FEET, MORE OR LESS.

SEATTLE DEPARTMENT OF PARKS AND REC.
PARK DEPARTMENT
OLIVER Q. ROBAR, P.L.S.
BRH JOB NO. 2014080.01
DATE 07/15/14

BUSH, ROED & HITCHINGS, INC.
2009 MINOR AVENUE EAST
SEATTLE, WA 98102
(206) 323-4144

Attachment 4 to Exhibit C – Access and Fire Easements Legal Description (page 6 of 6)

EXHIBIT C
FIRE AND PEDESTRIAN EASEMENT

BUSH, ROED & HITCHINGS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
2009 MINOR AVE. EAST
SEATTLE, WA 98102 (206) 323-4144
BRH JOB NO. 2014080.01 07/15/2014
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EXHIBIT D – GARFIELD TEEN LIFE CENTER LEASE

LEASE AGREEMENT

THIS LEASE AGREEMENT is made by and between SEATTLE SCHOOL DISTRICT No. 1, a municipal corporation (hereinafter "District"), and THE CITY OF SEATTLE, a municipal corporation acting by and through its DEPARTMENT OF PARKS AND RECREATION (hereinafter "City").

WITNESSETH:

FOR AND IN CONSIDERATION of the rent herein and in further consideration of the mutual promises, terms and conditions hereof, the parties agree as follows:

1. PREMISES.

1.1 Lease to City. In consideration of the rents to be paid and the covenants and agreements hereinafter provided which District and City hereby agree to keep and perform, District hereby leases to City and City hereby leases from District certain real property situated in the City of Seattle, King County, Washington, commonly known as the Garfield Teen Life Center and more particularly described on Exhibit A attached hereto and by this reference incorporated herein.

1.2 Condition of Premises. City has had an opportunity to and has conducted an investigation of the Premises and is generally knowledgeable and familiar with the present condition and state of repair of the Premises. City acknowledges that, except to the extent expressly set forth in this Lease, neither District nor any agent of District has made any representation or warranty with respect to the Premises or with respect to the suitability or fitness of the Premises for the conduct of City's business or any other purposes. Prior to the Commencement Date of this Lease, District ensured that the Premises existing mechanical and electrical systems are in good operating condition and state of repair. City shall take possession of the Premises in their current "AS IS" condition and state of repair. The parties agree that District shall not be responsible for performing any alterations or improvements to the Premises which may be required as a result of City's use and occupancy of the Premises, including, but not limited to, any alterations or improvements to the Premises required to comply with The Americans with Disabilities Act of 1990, nor shall District be required to make any other alterations, repairs or improvements to the Premises. The taking of possession or use of the Premises by City for the conduct of its business shall conclusively establish that the Premises were at such time in satisfactory condition and state of repair, and without any representation or warranty by District, express or implied, and expressly without recourse to District as to the physical condition or suitability of the Premises for City's intended purposes.

LOCATION OF BUILDING: Garfield High School
428 23rd Ave.
Seattle, WA 98109
The legal description for the Building is attached hereto as Exhibit A.

2. TERM.

2.1 Term. This Lease shall be for a term of forty three (43) years ("Term") commencing on the date of execution of this lease ("Commencement Date") and shall terminate forty three (43) years from the Commencement Date, unless sooner terminated as provided in this Lease, subject to City's right to extend the Term in accordance with the provisions of Section 2.2 of this Lease.

2.2 Options to Extend. Provided City is not in default, and there is no event that with the giving of notice, the passage of time or both would constitute an Event of Default under this Lease, City shall have three (3) options to renew the Term of this Lease for additional terms of ten (5) years each (each, an "Option Period").

3. CONSIDERATION / RENT.

Consideration for this lease shall be the mutual and offsetting benefits incurred by the presence of this facility on the campus of Garfield High School together with the sum of One Dollar ($1.00) per year to be fully prepaid for the remaining term of 43 years, by City to District, upon the Commencement Date.

4. TAXES AND ASSESSMENTS.

4.1 Payment. Any and all taxes and assessment accruing to the property associated with the premises herein, shall be the sole responsibility for payment by District.

4.2 Definition. "Taxes" means all real and personal property taxes and assessments (including assessments for public improvements), license and permit fees, charges, leasehold excise taxes, other excise taxes, levies, sales, use and occupancy taxes, business and occupation taxes, any tax or charge assessed against the Rent or fair market value of the Premises and all other governmental impositions and charges of every kind and nature, general and special, ordinary and extraordinary, foreseen and unforeseen of every character (including interest and penalties thereon) which at any time during or in respect of the Term may be imposed, levied upon or assessed against or which arise with respect to or constitute a lien upon the Premises (or any part thereof), the leasehold estate created by this Lease or any part thereof, or any estate, right or interest therein.

4.3 Personal Property Taxes. City shall pay prior to delinquency all personal property taxes assessed against and levied upon City's furnishings, equipment and all other of

City's personal property contained in the Premises. If possible, City shall cause City's furnishings, equipment and all other of City's personal property to be assessed and billed separately from the Premises. If any Taxes on City's personal property or trade fixtures are levied against District or, if the assessed valuation of the Premises are increased by the inclusion therein of a value attributable to City's personal property or trade fixtures, and if District, after written notice to City, pays the Taxes based upon such increase in the assessed value, then City shall upon demand repay to District the Taxes so levied against District.

4.4 Further Improvements. Notwithstanding any provision of this Section 4 to the contrary, City shall pay any increase in Taxes resulting from any and all improvements of any kind whatsoever placed on or in the Premises at the request of City regardless of whether said improvements were installed or constructed by District or City.

5. USE OF THE PREMISES.

5.1 Use. City may use and occupy the Premises solely for youth oriented community center, cultural events, educational, instructional, recreational and associated administrative or support functions, (collectively, the "Permitted Use") and for no other purpose without the prior written consent of District, which consent shall not be unreasonably withheld, conditioned or delayed. City agrees that it has determined to its satisfaction that the Premises can be used for the Permitted Use.

CITY'S HOURS OF OPERATION: Monday – Thursday, 8 a.m. to 10 p.m.
Friday, 8 a.m. to 12 a.m.
Saturday, 8 a.m. to 12 a.m.
Sunday, 8 a.m. to 10 p.m.

5.2 Compliance with Laws. City, at its expense, shall promptly comply with (a) all applicable federal, state and local laws, ordinances and regulations and other governmental rules, orders and determinations now or hereafter in effect, whether or not presently contemplated, applicable to the Premises, or its ownership, operation, use or possession (collectively, "Legal Requirements"), including, without limitation, all those relating to Premises codes, zoning or other land use matters, The Americans with Disabilities Act of 1990, as amended, life safety requirements, environmental compliance with respect to the handling, treatment, storage, disposal, discharge, use and transportation of Hazardous Substances, and (b) all insurance policies, to the extent necessary to prevent cancellation and to ensure full payment of all claims made under such policies, covenants, conditions and restrictions and all other agreements applicable to the Premises and its ownership, operation, use or possession (collectively, "Agreements"), which compliance includes the making of any and all required physical alterations or structural changes to the Premises, except for those items, if any, that are the responsibility of District under Section 8.1 or Section 13 hereof. If any governmental license or permit shall be required for the proper and lawful use of the Premises, City shall at its expense

obtain and thereafter maintain such license or permit in full force and effect and in compliance with all conditions or requirements set forth therein.

5.3 Uses Prohibited.

(a) City shall not knowingly do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate or affect any fire or other insurance upon the Premises or any of its contents (unless City shall pay any increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering said Premises or any part thereof or any of its contents, nor shall City sell or permit to be kept, used or sold in or about said Premises any articles which may be prohibited by a standard form policy of fire insurance.

(b) City shall not allow the Premises to be used for any unlawful purpose, nor shall City cause, maintain or permit any public or private nuisance in, on or about the Premises. City shall not commit or suffer to be committed any waste in or upon the Premises. City shall not, without the prior written consent of District which may be withheld in District's sole discretion, use, operate or maintain any apparatus, machinery, equipment or device in or about the Premises that will cause any noise beyond the levels permitted by law, increase electrical loads or usage, or cause vibration of or structural damage to the Premises, or device and in the event of any such use or operation, then City shall cease operating such apparatus, machinery, equipment or device until it has provided adequate insulation or taken such other action as District shall reasonably require to eliminate or minimize the disturbance.

(c) City shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated.

(d) City shall not, without the prior written consent of District, use any device in the Premises, including, without limitation, computer equipment, data processing machines or telecommunications equipment which will in any way increase the amount of ventilation, air exchange, gas, steam, electricity or water beyond the existing capacity of the Premises.

5.4 Exterior Fixtures. City shall not install exterior lighting fixtures, shades or awnings or do any exterior decoration or paint, or make any structural alterations to the Premises without the prior written consent of District.

5.5 Advertising and Signs. City may install a standard Department of Parks and Recreation sign on the exterior of the Premises. Tenant shall also have the right to display temporary signs or banners on the Premises to advertise special events or activities, directional and identification signage to identify entrances and exits on the exterior of the Premises with the prior written consent of District which shall not be unreasonably withheld. City shall not place any other signage on the exterior of the Premises or on any exterior door or wall or the exterior

or interior of any window thereof, or on any part of the interior of the Premises visible from the exterior thereof, (except as required by law) or any advertising matter, and shall not place any decoration, letter or other thing of any kind on the glass of any window or door to the Premises visible from the exterior thereof (except as required by law) without the prior written consent of District. District hereby reserves the exclusive right to use for any purpose whatsoever the roof of the Premises; provided, however, District shall not install any advertising materials or billboards on the roof of the Premises. Upon the expiration or sooner termination of this Lease, City at District's request shall remove all signs, advertising matters or decorations at City's sole cost and expense and repair any resulting damage to the Premises.

5.6 Premises Rules. City shall observe such reasonable rules related to the Premises as may be adopted from time to time by District and delivered to City provided such rules do not conflict with the express terms of this Lease.

6. UTILITIES AND SERVICES.

6.1 Utility Services Payment and Allocation. From and after the Lease Commencement Date, the District will provide the following utilities and services to the Building and the Premises: potable water, electricity, sanitary sewer, trash, and garbage disposal. The City shall pay District's pro rata share of water and electricity, based upon the percentage of square feet that the Premises bears to the total square footage of the Building. Payment shall be by check to the address shown in Section 1, within fourteen (14) days after receiving District's invoice therefor, together with reasonable supporting documentation. All utility services shall be available 24 hours a day, seven days a week. The District shall be responsible for the maintenance of electricity, potable water, sanitary sewer and trash and garbage disposal services and systems serving the Premises or Building. The District will connect data and telecommunications services to the Building. The City shall bring, at its cost, such services from the Building's telecommunications room to the Premises. The City shall pay for its data and telecommunications services at the Building. In no event shall District be liable for any interruption or failure in the supply of any utilities to the Premises. City shall provide its own janitorial service using a company reasonably approved by District.

6.2 Access to Utility Control Systems. The City shall have access to utility and mechanical control systems, circuit breakers, control panels, shut-off valves and any system control room/panel used by the Premises in the event of an emergent condition or imminent failure of a system i.e. electrical, water, gas or communications during City's Hours of Operation. The City will report all incidents involving emergency system control access to the District within a reasonable time period after each occurrence. Non-emergency access during District's regular hours of operation will be coordinated through the District's and City's maintenance staff. For systems that are off-site or centrally controlled by the School District, the District shall provide the City with contact information for access and control during emergency conditions or to activate or deactivate a failed system.

6.3 Additional Utility Capacity. If City has mechanical, cooling, heating, ventilation, electrical or other requirements for utility services in excess of the existing electrical, HVAC, mechanical, plumbing or other Premises systems presently installed in the Premises or in

the event that any existing Premises or utility systems presently installed on the Premises, including, but not limited to, the fire sprinkler system, needs to be relocated or modified to accommodate any improvement City elects to make to the Premises in accordance with Section 7.3 of this Lease, then the cost of furnishing, installing, relocating, upgrading, renovating, operating and maintaining the equipment and appurtenances thereto shall be borne by City. Before installing lights or equipment or making use of the Premises in excess of the capacity or design of existing Premises systems, City shall obtain the prior written permission of District. District may refuse to grant such permission unless City shall agree to pay all costs to install supplementary air conditioning capacity or electrical systems or other upgrades, relocation, renovation or revisions to Premises systems as necessitated by such equipment or lights or if the equipment or lights requested by City will, in District's reasonable judgment, overburden the Premise's structure or mechanical, HVAC, plumbing or electrical system(s), even if supplemented at City's expense.

6.4 Telephone and Data Transmission. City shall have the right to install telephone and data communication systems in the Premises. City shall pay for such services directly to the appropriate telephone or data processing company or other service provider.

6.5 Parking. Landlord agrees to reserve the four (4) parking spaces depicted on Exhibit C for the City's exclusive use throughout the term on a 24-hour basis. The City shall have the right to use the undesignated parking spots and access the parking lots surrounding the building from public streets, and walkways during Tenant's Hours of Operation. At no time during the Term shall District authorize general parking for Garfield High School teachers, visitors or students within the reserved parking spaces shown on Exhibit C. Landlord shall keep the parking lot and causeway lighting between Garfield Playfield and the Premises well-lighted during City's Hours of Operation as described in Section 5 above, for safety and security purposes.

6.6 No District Liability. District shall not be liable for any loss or damage caused by or resulting from any variation, interruption or failure of any utility services due to any cause whatsoever except for loss or damage directly caused by the willful misconduct of District, its agents or employees, and no temporary interruption or failure of such services incident to the making of repairs, alterations or improvements or due to accident or strike conditions shall be deemed an eviction of City or relieve City from any of City's obligations hereunder. In the event of such failure not directly caused by the willful misconduct of District, its agents or employees, City shall not be entitled to any abatement or reduction of Rent. City shall have the right to take all steps City reasonably deems necessary at City's sole cost to obtain the resumption of interrupted utility services or to obtain alternative sources of utility services.

7. MAINTENANCE AND REPAIRS.

7.1 District's Obligations. Except for damage caused in whole or in part by any negligent or intentional act or omission of City, City's agents, employees or invitees, District, at District's expense, shall keep in good order, condition and repair the foundations, exterior walls (but not windows) and the structural components of the roof (excluding gutters and

downspouts, which City shall keep clear of leaves and other debris). District shall not be obligated to paint the exterior, nor shall District be required to maintain any windows, doors or plate glass nor the interior surface of exterior walls. District shall have no obligation to make repairs under this Section 7.1 until a reasonable time (not to exceed sixty (60) days) after receipt of written notice of the need for such repairs.

7.2 City's Obligations. Subject to the provisions of Section 7.1 above, City, at City's sole cost and expense, shall keep in good order, condition and repair the Premises and every part thereof, including, without limiting the generality of the foregoing, all plumbing, heating, air conditioning and ventilating, electrical and lighting facilities and equipment within the Premises, fixtures, interior walls, ceilings, windows, doors, plate glass and skylights located within the Premises, any nonstructural components of the roof. If mechanical, electrical or other Premises systems as may be specified by District from time to time require attention or repair, City shall (except in case of emergency) first notify District in writing prior to such attention or repair. Although maintenance of such systems shall still be the obligation of City, District may, if City fails to do so, repair such systems and charge City for same.

In the event City fails to maintain the Premises in good order, condition and repair, District shall give City notice to do such acts as are reasonably required to so maintain the Premises. In the event City fails to commence such work within ten (10) days following written notice and/or fails to diligently prosecute such work to completion, then District shall have the right to do such acts and expend such funds at the expense of City as are reasonably required to perform such work. Any amount so expended by District shall be paid by City promptly after demand as Additional Rent together with interest at the rate of twelve percent (12%) per annum from the date incurred until paid in full. District shall have no liability to lien City for any damage, inconvenience or interference with the use of the Premises by City as a result of performing any such work. Nothing in this Lease shall imply any duty or obligation upon the part of District to do any such work or to make any such alterations and repairs and the performance thereof by District shall not constitute a waiver of City's default in failing to perform the same.

Subject to the terms of Section 12 relating to damage and destruction, upon expiration or earlier termination of the Term of this Lease, whether by lapse of time or otherwise (including any holdover period), City at its expense shall: (a) remove all of City's moveable personal property, goods and effects and those of all persons claiming under City from the Premises; (b) remove all telecommunications and computer network wiring and cabling, to the extent required by District, and (c) promptly and peacefully surrender the Premises (including surrender of all City improvements and other attached equipment and/or other alterations, additions or improvements installed in the Premises by District or City). Provided District so informed City at the time the improvements were made, City shall repair and restore the Premises or any applicable portion thereof, to the same condition as received by City from District, reasonable wear and tear excepted. Any property left on the Premises more than thirty (30) days after the expiration or termination of the Lease Term shall be deemed to have been abandoned and to have become the property of District to dispose of as District deems expedient and City shall be liable for all costs associated with the disposal of such property. City hereby waives all claims for

damages that may be caused by District re-entering and taking possession of the Premises or removing and storing City's property as herein provided, and City shall indemnify and hold District harmless therefrom. No such reentry shall be considered or construed to be a forcible entry.

City agrees to repair any damage to the Premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, furniture or movable partitions including, without limitation thereto, repairing the floor and patching and painting the walls where required by District to District's reasonable satisfaction all at City's sole cost and expense. City shall indemnify the District against any loss or liability resulting from delay by City in so surrendering the Premises, including, without limitation, any claims made by any succeeding City based on such delay.

7.3 Modifications, Alterations and Additions.

(a) City shall make no modifications, alterations, additions or improvements to the Premises or any part thereof without first obtaining the prior written consent of District, which consent shall not be unreasonably withheld (provided, however, that in the event any proposed alteration, addition or improvement affects (a) any structural portions of the Premises including exterior walls, roof, foundation and core of the Premises then District may withhold its consent in the reasonable exercise of its discretion); (b) the exterior of the Premises or which are visible from outside the Premises or which are likely to increase insurance costs (unless City agrees to pay such increased taxes or insurance costs) then District may withhold its consent thereto in its sole and absolute discretion; or (c) any of the Premises systems, including elevator, plumbing, air conditioning, heating, electrical, security, life safety and power, then District may withhold its consent with respect thereto in the reasonable exercise of its discretion. In seeking District's approval, City shall provide District at least thirty (30) days in advance of any proposed construction with plans, specifications, bid proposals, work contracts, the identity of architects, contractors, subcontractors and suppliers and such other information concerning the nature and cost of the alterations as may be reasonably requested by District. At the conclusion of said thirty (30) day period, District shall indicate its consent to the proposed construction or, if District shall refuse consent, specify the reasons therefore, in writing. If the District fails to respond at the end of the thirty (30) day period, District shall be deemed to have consented to the proposed construction as set forth in City's proposed construction plans and specifications. City shall pay District a reasonable fee to cover District's costs incurred in reviewing City's plans and specifications. As a condition to giving such consent, District may require City to remove any such modification, alteration, improvement or addition at the expiration of the Lease Term and to restore the Premises to their prior condition. All such modifications, alterations, additions and/or improvements shall be constructed at City's sole cost and expense and shall be performed in a good and workmanlike manner in accordance with District approved plans and specifications and by a contractor and under a construction contract, the terms and conditions of which have been approved by District (such approval not to be unreasonably withheld). If District consents to any proposed modification, alteration, addition or improvement to the Premises, the same shall not be a warranty as to the adequacy of the design, workmanship or quality of materials and District hereby expressly disclaims any responsibility or liability for the same. District shall under no

circumstances have any obligation to repair, maintain or replace all or any portion of such modifications, alterations, additions or improvements.

(b) Before commencing any work relative to the modifications, alterations, improvements or additions affecting the Premises; City, regardless of whether District consent is required or not, shall notify District in writing of the expected date of commencement thereof and shall, if required by District, require its contractor to secure, at no cost or expense to District, a payment and performance bond satisfactory to District for such work, naming District and City as joint obligees. District shall then have the right at any time and from time to time to post and maintain on the Premises such notices as District reasonably deems necessary to protect the Premises and District from mechanics' liens, materialmen's liens or any other liens. Any such modification, alteration, improvement or addition shall not decrease the value of the Premises, shall be expeditiously completed in a good and workmanlike manner and in compliance with all applicable Legal Requirements and the requirements of all insurance policies applicable to the Premises. City shall provide District with "as-built" plans showing any change in the Premises. City shall maintain a safe working environment at all times, including the continuation of all fire and security protection devices, including fire sprinkler systems and availability and operation of fire water supply lines during any such construction. All damage or injury done to the Premises or on the Premises during the construction of such work by City or by any persons who may be in or upon the Premises with the express or implied consent of City or which is caused by acts or omissions by City's officers, contractors, subcontractors, agents, invitees, licensees, employees, successors or assigns shall be paid by City. City shall pay, when due, all claims for labor or materials furnished to or for City for use in the Premises. City shall not permit any mechanics or materialmen's liens to be levied against the Premises for any labor or materials furnished to City or claimed to have been furnished to City or to City's agents or contractors in connection with the work. Without waiving any of District's remedies, in the event any such lien is filed against the Premises, City shall forthwith cause such lien to be discharged by payment, bonding or otherwise and if City fails to cause such lien to be discharged within ten (10) days after notice of the existence of such lien to City, then District may cause such lien to be discharged by payment, bonding or otherwise, without investigation as to the validity thereof or of any offsets or defense thereto, and shall have the right to collect from City, as Additional Rent, all amounts so paid, and all costs and expenses paid or incurred in connection therewith, including reasonable attorneys' fees and disbursements, together with interest thereon at the rate of twelve percent (12%) per annum from the date such cost or expense was incurred until paid in full.

(c) All such modifications, alterations, additions or improvements shall at the expiration or earlier termination of the Lease become the property of District and remain upon and be surrendered with the Premises unless specified to be removed pursuant to Section 7.3(a) above.

(d) All articles of personal property, furniture and movable partitions owned by City or installed by City at its expense in the Premises shall be and remain the property of City and may be removed by City at any time during the Term of this Lease provided that City shall, at its sole cost and expense, repair any damage to the Premises caused by such removal.

8. ENTRY BY DISTRICT. District reserves and shall at all reasonable times during City's business hours after twenty-four (24) hours' notice (except in the case of emergencies), have the right to enter the Premises to inspect the same, or to post notices of non-responsibility. For each of the aforesaid purposes, District shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding City's files, vaults and safes.

9. LIENS. City shall keep the Premises and the Premises of which the Premises are a part, free from any liens out of work performed, materials furnished, or obligations incurred by City and shall protect, indemnify, hold harmless and defend District from and against any and all liabilities, losses, damages, expenses and costs (including reasonable attorneys' fees and costs) incurred in connection with any such liens and encumbrances arising out of any work performed or services, materials or equipment furnished by or at the direction of City. City's obligations pursuant to this Section 9 shall survive the expiration or earlier termination of this Lease. In the event that City shall not, within ten (10) days following the imposition of any such lien, cause such lien to be released of record by payment or posting of a proper bond, District shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by District and all expenses incurred by it in connection therewith including attorneys' fees and costs shall be payable to District by City on demand with interest at the rate of twelve percent (12%) per annum from the date incurred until paid in full. Nothing contained in this Lease shall be construed as the consent or request of District, express or implied, for the performance of any labor or services or for the furnishing of any materials or equipment for any construction, alteration, addition, repair or demolition of or to the Premises (or any part thereof). NOTICE IS HEREBY GIVEN THAT DISTRICT WILL NOT BE LIABLE FOR ANY LABOR, SERVICES, MATERIALS OR EQUIPMENT FURNISHED OR TO BE FURNISHED TO CITY, OR ANYONE HOLDING AN INTEREST IN THE PREMISES (OR ANY PART THEREOF) THROUGH OR UNDER CITY, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES, MATERIALS OR EQUIPMENT SHALL ATTACH TO OR AFFECT THE INTEREST OF DISTRICT IN THE PREMISES.

10. INDEMNITY.

10.1 City's Indemnity. Except as caused by the act or neglect of District or District's contractors, agents or employees, City shall protect, defend, indemnify and hold District harmless from and against any and all claims (including, but not limited to employee claims) arising from City's use of the Premises or the conduct of its business or from any activity, work or thing done, permitted or suffered by City in or about the Premises and shall further protect, defend, indemnify and hold District harmless from and against any and all claims arising from any breach or default in the performance of any obligation on City's part to be performed under the terms of this Lease, or arising from any act or negligence of City, or any of its agents, contractors and employees, and from and against any and all costs, attorneys' fees, expenses and liabilities incurred in connection with such claim or any action or proceeding brought against District by reason of any such claim. City upon notice from District shall defend the same at City's expense. For purposes of this Section 10.1 and Sections 10.2 and 10.3,

District shall not be deemed negligent if the matter in question arises from conditions of those portions or items of the Premises the maintenance of which is not the District's responsibility under this Lease.

10.2 District's Indemnity. District shall protect, defend, indemnify and hold City and its agents harmless from and against any and all losses and liability for bodily injury to persons, loss of life and damage to property occurring on the Premises and caused by the negligence of District, its contractors, agents or employees, or the negligent performance by District of any of District's obligations under this Lease.

10.3 Joint or Concurrent Negligence. In the event of any concurrent negligence of City, its managers, members, agents, employees or contractors on the one hand, and that of District, its managers, members, agents, employees or contractors on the other hand, which concurrent negligence results in injury or damage to persons or property, then City's and District's obligation to indemnify the other as set forth in this Section 10 shall be limited to the extent of the indemnifying party's negligence, and that of their respective managers, members, agents, employees or contractors, including the indemnifying party's proportional share of costs, attorneys' fees and expenses incurred in connection with any claim, action or proceeding brought with respect to such injury or damage.

10.4 Exculpation of District from Liability. Except to the extent set forth in Section 10.2 and 10.3 above, District shall not be liable to City and City hereby waives all claims against District for injury, illness or death to any person or for damage to any property in or about the Premises by or from any cause whatsoever and, without limiting the generality of the foregoing, whether caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Premises or from breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Premises or from other sources.

11. INSURANCE.

11.1 Liability Insurance. City shall, at City's sole cost and expense, but for the mutual benefit of District and City, obtain and keep in force throughout the Term of this Lease, comprehensive general liability insurance (full form personal injury and broad form property damage) with respect to the Premises, insuring against claims for personal injury (including, without limitation, bodily injury or death) and property damage liability with a combined single limit of not less than $5,000,000 per occurrence, automobile liability (with limits of not less than $1,000,000 per occurrence) and workers' compensation insurance (as required by law). The amount of such insurance coverage shall not be less than commercially reasonable insurance carried by owners of properties of similar nature and occupancies as the Premises. Such insurance shall be in form and with deductibles satisfactory to District. District shall be an additional insured and City's policy shall be primary and non-contributory to any coverage maintained by District. The limits of such insurance shall not, however, limit the liability of City hereunder.

11.2 Property Insurance for Premises. At all times during the term of this Lease, District shall maintain in force at City's expense property insurance in the amount of not less than 100% of the full replacement cost, which cost shall be reasonably determined by the District, of the Premises and other improvements, fixtures and equipment which are a part of the Premises (exclusive of the cost of excavations, foundations and footings) and without deduction for physical depreciation and 18 months loss of rents insurance, together with such other insurance coverage as is customarily carried on comparable Premises in the City of Seattle or as District may reasonably determine, with insurance companies which are authorized to do business in the State of Washington. Such insurance shall cover loss or damage from all perils included within the policy classification now known as "all risk" or "special cause of loss" including, without limitation, fire and extended coverage, vandalism, malicious mischief, sprinkler leakage, earthquake, flood, boiler and machinery insurance and special extended peril (all-risk). Such property insurance shall be in builder's risk form during construction of any modifications, alterations or additions to the Premises or the Premises and during any restoration accomplished in connection with damage or destruction to the Premises or in connection with any condemnation of the Premises. City is responsible for the payment of any deductibles under said insurance policies and any costs or restoration resulting from any uninsured or underinsured losses. The insurance policies shall be issued in the name of District and City as their interests may appear, and shall provide that any proceeds be payable solely to District, or to District's lenders, if any, holding any first mortgage or deed of trust on the Premises.

11.3 Coverage for City's Personal Property. District shall have no obligation to insure any of City's personal property or trade fixtures or repair, replace or restore same when damaged or destroyed from any cause whatsoever.

11.4 Insurance Policies. All insurance required under this Lease shall: (i) be issued by insurance companies authorized to do business in the State of Washington with a rating reasonably satisfactory to District, (ii) be issued as a primary policy, and (iii) contain an endorsement requiring forty-five (45) days' prior written notice from the insurance company to District, City and District's lenders, if any, before cancellation or change in the coverage, scope or amount of any policy. District and District's lenders, if any, shall be named as additional insured on City's liability policies. Each policy or certificate of the policy shall be deposited with District on or before the Commencement Date and as reasonably available upon replacement or renewal of each policy.

11.5 Indemnification and Waivers. The parties agree to mutually waive all right of recovery against the other for any loss or damage covered by their respective first party commercial insurance policies for all perils insured thereunder and in the event of any commercially insured loss, neither party's insurance carrier shall have a subrogation claim against the other party; provided, however, that this waiver of subrogation shall not apply if the effect is to void such insurance coverage.

12. DAMAGE TO PREMISES.

12.1 Damage; Extent of Obligation to Restore. If during the term of this Lease more than 50% of the Premises are damaged or destroyed, then either party shall have the option, upon written notice to the other which option shall be exercised within thirty (30) days of the date of such damage or destruction, to terminate the Lease. If neither party elects to terminate the Lease or if less than 50% of the Premises are damaged or destroyed, this Lease shall continue in full force and effect and District shall proceed as promptly as is practicable to restore the Premises to an architectural unit as nearly comparable as is reasonable to the unit existing just prior to such damage to the extent that such restoration and/or repair can be accomplished with the available insurance proceeds and completed within eighteen (18) months following the date of such casualty. If either party elects to terminate this Lease, such notice of termination shall specify the date for termination of this Lease, which date shall not be more than thirty (30) days after the giving of such notice, and upon the date so specified the Term of this Lease shall expire as fully and completely as if such date were the date hereinabove set forth for the end of the Term of this Lease and City shall thereupon vacate the Premises, without prejudice to any rights and remedies accrued to District under this Lease prior to such termination and any Rent or other obligations to the District paid or payable by City shall be adjusted as of the date of such termination. If District elects or is required to rebuild and is delayed or prevented from completing the repairs or restoration of the damage to the Premises after the occurrence of such damage or destruction by reason of force majeure, the time for District to commence or complete repairs shall be extended for the period of force majeure. In the event of repair, reconstruction and restoration as herein provided, the Fixed Rent provided to be paid under this Lease shall be abated proportionately based upon the extent to which City's use of the Premises is impaired during the period for such repair, reconstruction or restoration.

12.2 Extent of District's Obligation to Restore. If District is required or elects to restore the Premises or such portion thereof which has been destroyed as provided in this Section 12, District shall not be required to restore City's personal property, machinery, furniture or equipment, such excluded items being the sole responsibility of City to restore. City shall not be entitled to any compensation or damages from District for the loss of the use of the whole or any part of the Premises, its City improvements, alterations, modifications or additions made to the Premises or City's personal property, or any inconvenience or annoyance occasioned by such damage, repair, reconstruction or restoration, except as may be otherwise provided in Section 12.1 above.

12.3 Damage Near End of Term. Notwithstanding anything to the contrary contained in this Section 12, District shall not have any obligation whatsoever to repair, reconstruct or restore the Premises (a) when the damage occurs during the last twenty-four (24) months of the Term, (b) to the extent that insurance proceeds are not available therefore, or (c) to the extent District is unable to obtain necessary permits for the construction thereof.

13. EMINENT DOMAIN.

13.1 Total Taking. In the event of a Total Taking, this Lease shall terminate as of the date of the taking of physical possession of the Premises. A "Total Taking" shall be defined as when (i) the entire Premises are taken or appropriated under the power of eminent domain (other than by The City of Seattle), or (ii) when less than the entire Premises are taken or appropriated under the power of eminent domain (other than by The City of Seattle), but where the City's use of the Premises is materially interfered with. Upon the date of such taking or transfer, the Term of this Lease shall expire as fully and completely as if such date were the date hereinabove set forth for the end of the Term of this Lease and City shall thereupon vacate the Premises, without prejudice to any rights and remedies accrued to District under this Lease prior to such termination and any Rent or other financial obligation paid or payable by City shall be adjusted as of the date of such termination.

13.2 Partial Taking. In the event there is a "Partial Taking," defined as a taking or appropriation under the power of eminent domain (other than by The City of Seattle) other than a Total Taking, then, unless City notifies District within thirty (30) days of the date of such taking or transfer that City has reasonably determined that the portion of the Premises remaining is not adequate to enable City to carry on the Permitted Use, the Lease shall continue in full force and effect as to the portion of the Premises remaining; provided, however, that District shall proceed as promptly as is practicable to restore the Premises to an architectural unit as nearly comparable as is reasonable to the unit existing just prior to such taking or transfer to the extent that such restoration can be accomplished with the available condemnation proceeds, and the Fixed Rent shall be abated in the ratio which the part of the floor area of the Premises so taken or transferred bears to the entire floor area of Premises immediately prior to such taking or transfer.

13.3 Condemnation Award. The entire award for the taking under any right of condemnation or eminent domain or any transfer in lieu thereof shall belong to District, and City shall not be entitled to any part thereof or entitled to recover damages for the loss of its leasehold estate or other interest in the Premises and hereby assigns to District all of its right, title and interest in and to any such award. City shall have the right, however, to independently claim and recover from the condemning authority compensation for any loss to which City may be put for City's moving expenses or taking of City's personal property (not including City's leasehold interest) provided that such damages may be claimed only if they are awarded separately in the eminent domain proceedings and not out of or as part of the damages recoverable by District.

13.4 Repairs. In the event that there is a partial taking, District shall, to the extent of available condemnation proceeds, make all repairs to the Premises necessitated by such taking in order to restore the same to a complete architectural unit (to the extent possible, taking into consideration the amount of land remaining after the taking). All repair and restoration of the Premises shall be made in accordance with plans and specifications approved by District and City, City's approval not to be unreasonably withheld.

14. ASSIGNMENT AND SUBLETTING.

14.1 District's Consent Required. Cities shall not either voluntarily, involuntarily or by operation of law, directly or indirectly, permit the use of the Premises by any person other than the City, nor sublet said Premises or any part thereof, without the prior written consent of District, which consent shall not be unreasonably withheld. Any request by City for such consent shall be in writing, which shall set forth the details as to the proposed assignment, sublease, transfer or use and shall have annexed thereto a copy of the proposed assignment, sublease, use or license agreement.

14.2 Standard of Review. District in making its determination as to whether consent should be given to a proposed assignment, sublease, transfer may give consideration to the financial strength of the proposed assignee, sublessee or transferee, any change in use which such successor proposes to make in use of the Premises and the relevant business experience of the proposed transferee. In no event shall District be deemed to be unreasonable for declining to consent to a transfer in which (i) the proposed transferee's financial condition is not satisfactory in District's reasonable opinion, (ii) the proposed transferee's business is not permitted by the terms of this Lease or applicable zoning or is not suitable for the Premises, (ii) any portion of the Premises or Premises would become subject to additional or different governmental laws or regulations that would, in District's opinion, have an adverse impact on the Premises, or (iv) the proposed transferee would pose an unreasonable security or public relations risk. City acknowledges that the foregoing is not intended to be an exclusive list of the reasons for which District may reasonably withhold its consent to a proposed assignment, sublease, use, transfer of an ownership interest in City or other transfer of City's interest under this Lease.

14.3 No Waiver of Consent. No consent by District to any assignment, sublease, use, transfer of any interest in City or other transfer shall release City from liability under this Lease or of any obligation to be performed by City under this Lease, whether occurring before or after such consent, assignment, sublease, use, transfer of an ownership interest in City or other transfer. Consent to one assignment, sublease, or transfer of any interest shall not be deemed to constitute consent to any subsequent assignment, sublease, use, or other transfer.

15. SUBORDINATION.

15.1 Subordination. This Lease at the option of the District shall be subject and subordinate to the lien of any mortgages or deeds of trust in any amount or amounts whatsoever now or hereafter placed on or against the land or improvements or either thereof, of which the Premises are a part, or on or against District's interest or estate therein without the necessity of the execution and delivery of any further instruments on the part of City to effectuate such subordination and City shall attorn to the holder of any lien against Districts interest in the Premises and City's possession of the Premises shall not be disturbed and provided, further, that City's attornment shall be deemed to have occurred automatically without execution of any further or other instruments. City covenants and agrees to execute and deliver upon demand,

without charge therefor, such further instruments evidencing such subordination of this Lease to the lien of any mortgages or deeds of trust as may be reasonably required by District.

15.2 Quiet Enjoyment. District covenants and agrees with City that upon City paying Rent and other monetary sums due under this Lease, performing its covenants and conditions under this Lease, City shall and may peaceably and quietly have, hold and enjoy the Premises for the term, subject, however, to the terms of this Lease.

16. COMPLIANCE WITH ENVIRONMENTAL LAWS.

16.1 Compliance with Environmental Laws and Regulations. City hereby represents, warrants, covenants and agrees to and with District that all operations or activities upon, or any use or occupancy of the Premises, or any portion thereof, by City or any occupant of the Premises shall throughout the Term of this Lease be in compliance in all material respects with all state, federal and local Environmental Laws and regulations governing or in any way relating to the generation, handling, storage, use, transportation, discharge or disposal (whether legal or illegal, accidental or intentional) of any Hazardous Substances (as hereinafter defined).

16.2 Asbestos Removal or Abatement. City shall conduct an asbestos survey of the Premises prior to commencement of any demolition or construction of City improvements or any other alterations, modifications or additions to the Premises by City. If City discovers any asbestos or asbestos-containing materials during such a project and such materials are damaged as a result of City's demolition or construction of City improvements or City elects to remove such materials, such materials shall be removed by City at its cost by a properly certified asbestos contractor and removed and disposed of in compliance with all Environmental Laws.

16.3 Indemnification; Remedial Work. City shall not cause or permit any Hazardous Substances to be brought upon, kept or used in or about the Premises by City, its agents, employees, contractors, sublessees or invitees, except in compliance with all Environmental Laws. If City breaches its obligations set forth above or if the presence of Hazardous Substances on or about the Premises caused or permitted by City results in contamination of the Premises or if contamination of the Premises or surrounding area by Hazardous Substances otherwise occurs during the term of this Lease (except for contamination of the Premises caused by the actions of District, its agents or employees during the term of this Lease) then City shall protect, defend, indemnify and hold District harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises), damages for the loss or restrictions on use of any space in the Premises, damages arising from any adverse impact on marketability of the Premises, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Term of this Lease to the extent caused by such contamination. This indemnification of District by City includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Substances present in, on, under or about the Premises. If the presence of any Hazardous Substance on or about the Premises caused or

permitted by City results in any contamination of the Premises or surrounding area, or causes the Premises or surrounding area to be in violation of any Environmental Laws, City shall promptly take at its sole cost and expense all actions necessary to return the Premises and surrounding area to the condition existing prior to the introduction of such Hazardous Substance; provided that District's approval shall first be had and obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises or surrounding area.

16.4 Breach as Material Default. City hereby specifically acknowledges and agrees that (a) each of City's covenants, obligations, agreements, representations and warranties set forth in this Section 16 is a material inducement to District to enter into this Lease, and (b) breach by City of any of City's covenants, obligations, agreements, representations and warranties set forth in this Section 16 shall constitute a material breach of this Lease by City entitling District to all of the rights and remedies provided to District under this Lease or under applicable law.

16.5 Survival. Each of the covenants, agreements, obligations, representations and warranties of City set forth in this Section 16 shall survive the expiration or earlier termination of this Lease.

17. DEFAULT; REMEDIES.

17.1 Default. The occurrence of any of the following shall constitute a material default and breach of this Lease by City:

(a) Any failure by City to pay Rent, or any other monetary sums required to be paid hereunder within ten (10) days of the date when due;

(b) The abandonment or vacation of the Premises by City for a period of thirty (30) days;

(c) A failure by City to observe or perform any material covenant, condition or provision of this Lease not already specifically mentioned in this Section 17, where such failure continues for thirty (30) days after written notice thereof by District to City; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period, City shall not be deemed to be in default if City shall within such period commence such cure and thereafter diligently prosecute the same to completion within ninety (90) days thereafter and further provided that such period of time shall not be so extended as to subject District to criminal liability.

17.2 Remedies. In the event of any such default or breach by City, District may, at any time thereafter without limiting District in the exercise of any right or remedy at law or in equity which District may have by reason of such default or breach:

(a) Maintain this Lease in full force and effect and recover the Rent, and other monetary charges as they become due, without terminating City's right to possession irrespective of whether City shall have abandoned the Premises. In the event District elects not to terminate this Lease, District shall have the right to attempt to rent the Premises at such rent and upon such conditions and for such a term, and to do all acts necessary to maintain or preserve the Premises as District deems reasonable and necessary without being deemed to have elected to terminate this Lease, including removal of all persons and property from the Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of City.

(b) Terminate City's right to possession by any lawful means, in which case this Lease shall terminate and City shall immediately surrender possession of the Premises to District. In such event District shall be entitled to recover from City all damages incurred by District by reason of City's default, including without limitation thereto.

17.3 Late Charges. City hereby acknowledges that late payment by City to District of any sums due hereunder will cause District to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on District. Accordingly, if any other sum due from City shall not be received by District within ten (10) days after the due date, City shall pay to District a late charge equal to five percent (5%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs District will incur by reason of late payment by City. Acceptance of such late charge by District shall in no event constitute a waiver of City's default with respect to such overdue amount, nor prevent District from exercising any of the other rights and remedies granted hereunder.

18. MISCELLANEOUS.

18.1 Estoppel Certificate.

(a) City shall not less, than ten (10) days prior written notice from District execute, acknowledge and deliver to District a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to City's knowledge, any uncured defaults on the part of District hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of the Premises.

(b) City's failure to deliver such statement within such time shall be conclusive upon City (i) that this Lease is in full force and effect, without modification except as may be represented by District, (ii) that there are no uncured defaults in District's performance, and (iii) that not more than one month's rent has been paid in advance.

18.2 Transfer of District's Interest. In the event of a sale or conveyance by District of District's interest in the Premises, or in any Premises of which the Premises may be a part other than a transfer for security purposes only, this Lease shall not be affected by any such sale and City agrees to attorn to the purchaser of assignee provided all District's obligations hereunder are assumed in writing by the transferee.

18.3 Captions; Attachments.

(a) The captions of the paragraphs of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease.

(b) Exhibits attached hereto, and addenda and schedules initialed by the parties, are deemed by attachment to constitute part of this Lease and are incorporated herein.

(c) The words "District" and "City," as used herein shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. If there is more than one District or City, the obligations hereunder imposed upon District or City shall be joint and several.

18.4 Entire Agreement. This instrument along with any exhibits and attachments hereto constitutes the entire agreement between District and City relative to the Premises and this Lease and the exhibits and attachments may be altered, amended, or revoked only by an instrument in writing signed by both District and City. District and City agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the Premises are merged in or revoked by this Lease.

18.5 Severability. If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

18.6 Costs of Suit.

(a) If City or District shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by District for the possession of the Premises, the losing party shall pay the prevailing party a reasonable sum for attorneys' fees which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

(b) Should District, without fault on District's part, be made a party to any litigation instituted by City or by any third party against City, or by or against any person holding under or using the Premises by license of City, or for the foreclosure of any lien for labor

or material furnished to or for City or any such other person or otherwise arising out of or resulting from any act or transaction of City or of any such person, City covenants to save and hold District harmless from any judgment rendered against District or the Premises or any part thereof, and all costs and expenses, including reasonable attorneys' fees, incurred by District in or in connection with such litigation. Should City, without fault on City's part, be made a party to any litigation instituted by District or by any third party against District, or for the foreclosure of any lien for labor or material furnished to or for District or otherwise arising out of or resulting from any act or transaction of District, District covenants to save and hold City harmless from any judgment rendered against City, and all costs and expenses, including reasonable attorneys' fees, incurred by City in connection with such litigation.

18.7 Time; Joint and Several Liability. Time is of the essence of this Lease and each and every provision hereof, except as to the conditions relating to the delivery of possession of the Premises to City. All the terms, covenants and conditions contained in this Lease to be performed by either party, if such party shall consist of more than one person or organization shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and nonexclusive of any other remedy at law or in equity.

18.8 Binding Effect; Choice of Law. The parties hereto agree that all provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate paragraph hereof. Subject to any provisions hereof restricting assignment or subletting by City and subject to Section 14.2, all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, permitted successors and assigns. This Lease shall be governed by the laws of the State of Washington.

18.9 Waiver. No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by District of any performance by City after the time the same shall have become due shall not constitute a waiver by District of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by District in writing.

18.10 Surrender of Premises. The voluntary or other surrender of this Lease by City, or a mutual cancellation thereof, shall not work as a merger, and shall, at the option of the District, terminate all or any existing subleases or subtenancies, or may, at the option of District, operate as an assignment to it of any or all such subleases or subtenancies.

18.11 Holding Over. If City remains in possession of all or any part of the Premises after the expiration of the term hereof, with or without the express or implied consent of District, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case the City shall hold District harmless from all damages resulting from City's failure to surrender the Premises or any portion thereof, including,

without limitation, claims made by a succeeding City resulting from City's failure to surrender the Premises or any portion thereof. All provisions of this Lease, except those pertaining to the amount of Fixed Rent payable and Term, shall apply to such month-to-month tenancy.

18.12 Amendments; Waiver. No modification or amendment of this Lease may be made except by written agreement signed by District and City, or as may be otherwise provided in this Lease.

18.13 Interest on Past Due Obligations. Except as expressly herein provided, any amount due to District not paid when due shall bear interest at the rate of twelve percent (12%) per annum, from the date due until paid. Payment of such interest shall not excuse or cure any default by City under this Lease.

18.14 Notices. All notices or requests required or permitted under this Lease shall be in writing, shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, electronic mail (email) or by facsimile transmission and shall be deemed to have been given when so delivered, mailed, or faxed (provided that the fax machine has issued a printed confirmation of receipt) irrespective of whether such notice or request is actually received by the addressee. All notices or requests shall be sent as follows:

ADDRESS OF LANDLORD:	Seattle School District No. 1 Superintendent of Schools John Stanford Center for Educational Excellence Attn: Property Management Office 2445 3rd Avenue South Seattle, WA 98134 Electronic Mail wms@seattleschools.org
ADDRESS OF TENANT:	Seattle Department of Parks and Recreation Superintendent of Parks and Recreation 100 Dexter Avenue Seattle, WA 98109 Electronic Mail ParkProperty@seattle.gov

Either party may change the address to which notices shall be sent by notice to the other party.

18.15 Fair Construction. The provisions of this Lease shall be construed as a whole according to their common meaning not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Lease. Each party hereto and its counsel has reviewed and revised this Lease and agrees that the normal roles of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease.

18.16 Authority. Each party represents to the other that the person signing this Lease on its behalf is properly authorized to do so.

19. DEFINITIONS. As used in this Lease, the following capitalized terms shall have the following meanings:

"Premises" means a two-story Premises with a building footprint covering approximately 8,561 square feet ± and consisting of a total of approximately 10,156 total square feet ± of office, recreational space, gymnasium and support areas and mechanical room. The real estate and improvements including the Premises are located in Seattle, King County, Washington. The Premises has a street address of 428 23rd Avenue, Garfield Teen Life Center, Seattle, Washington.

"Commencement Date" means the day the Lease Term commences as set forth in Section 2.1.

"Environmental Law" means, as amended from time to time, the Federal Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq., Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., Federal Hazardous Materials Transportation Control Act of 1980, 42 U.S.C. Section 1801 et seq., Federal Clean Air Act, 42 U.S.C. Section 7401 et seq., Federal Water Pollution Control Act, Federal Water Act of 1977, 93 U.S.C. Section 1251 et seq., Federal Insecticide, Fungicide and Rodenticide Act, Federal Pesticide Act of 1978, 7 U.S.C. Section 136 et seq., Federal Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., Federal Safe Drinking Water Act, 42 U.S.C. Section 300f et seq., Washington Water Pollution Control Act, RCW Chapter 90.48, Washington Clean Air Act, RCW Chapter 70.94, Washington Solid Waste Management Recovery and Recycling Act, RCW Chapter 70.95, Washington Hazardous Waste Management Act, RCW Chapter 70.105, Washington Hazardous Waste Fees Act, RCW Chapter 70.95E, Washington Model Toxics Control Act, RCW Chapter 70.105D, Washington Nuclear Energy and Radiation Act, RCW Chapter 70.98, Washington Radioactive Waste Storage and Transportation Act, RCW Chapter 70.99, Washington Underground Petroleum Storage Tanks Act, RCW Chapter 70.148, and any regulations promulgated thereunder from time to time.

"Hazardous Substance" means any matter including petroleum products and by-products, asbestos, infectious waste and any other materials, which is now or hereafter designated as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq., or that is now or hereafter regulated by applicable Environmental Laws.

"Law" means any constitution, statute, ordinance, regulation, rule, resolution, judicial decision, administrative order or other requirement of federal, state, county, municipal or other governmental agency or authority having jurisdiction over the parties or the Premises, or both, in effect either at the time of execution of this Lease or at any time during the Term, including without limitation, any regulation or order of a quasi-official entity or body (e.g., board of fire examiners or public utilities); all rules, laws and regulations arising under The Americans with Disabilities Act and the regulations issued thereunder by the United States Department of Justice.

"Lease Year" means each succeeding year of the Term, commencing with the Commencement Date and ending with the date which is one (1) day less than one (1) year later.

"Legal Requirements" means all applicable federal, state and local laws, ordinances and regulations and other governmental rules, orders and determinations now or hereafter in effect, whether or not presently contemplated, applicable to the Premises, or its ownership, operation, use or possession, including (without limitation), all those relating to Premises codes, zoning or other land use matters, The Americans With Disabilities Act of 1990, as amended, life safety requirements and environmental compliance with respect to the handling, treatment, storage, disposal, discharge, use and transportation of Hazardous Substances.

"Operating Expenses" means any and all costs and expenses paid or incurred in connection with the repair, operation, use and maintenance of the Premises including, but not limited to:

(a) The repair, replacement, operation and maintenance of the Premises and related improvements adjacent to the Premises, including, without limitation, common areas, parking areas, if any, lighting, signage, sidewalks, terraces, loading or delivery areas and personal property used in connection with the Premises, including, without limitation, interior and exterior maintenance, all exterior doors and windows, elevators, stairways, sidewalks, driveways, interior perimeter and interior partition walls and finishes (including periodic painting thereof), exterior wall finishes (including periodic painting thereof), broken glass in exterior and interior doors and windows, nonstructural components of roof, floors, floor coverings, window frames, gutters and downspouts, elevators, HVAC, mechanical, electrical, plumbing and other Premises systems, equipment and machinery and landscaping;

(b) All costs of utilities furnished to the Premises, including, without limitation, refuse collection, water, sewer, electricity, gas and other public utilities to service the Premises, fire protection, security services, janitorial and cleaning services (including trash collection, cleaning and window washing), landscape maintenance, and costs of supplies, materials, equipment and tools used in connection with the operation, maintenance and repair of the Premises;

(c) All costs of service contracts, market rate services of independent contractors, compensation (including employment taxes and fringe benefits) of all persons who perform duties in connection with the operation, maintenance, renovation, improvement and repair of the Premises and all costs to supervise, manage and administer the maintenance of the Premises (generally known as "property management fees") which may be paid to a third party, District or District's designees;

(d) All insurance premiums required under the terms of this Lease and such insurance as District reasonably elects or is required to carry by District's lenders from time to time including, but not limited to, comprehensive general liability, property damage, plate glass and rental interruption insurance;

(e) All license, permit and inspection fees, and any applicable sales, use and excise taxes on goods and services purchased by District or City in connection with the operation, maintenance or repair of the Premises;

(f) Any damage caused by breaking and entering;

(g) All costs of complying with governmental laws or the board of fire underwriters (or similar organization) now or hereafter constituted applicable to the Premises (including Environmental Laws), and any applicable hazardous waste remediation rules or regulations resulting from City use, occupancy or contamination of the Premises;

(h) Taxes (as defined below);

(i) All costs of leasing, operation, maintenance and repair of any parking now or hereafter provided for City's use of the Premises and their employees, guests and invitees;

(j) Any other costs required to maintain the Premises in a safe, sound and attractive condition and state of repair; and

(k) Improvements to the Premises or in repair or replacement of Premises systems or equipment or which are required by Laws enacted after the date of this Lease, and any other expense or charge whether or not hereinabove described, which would be considered an expense of maintaining, operating or repairing the Premises.

"Premises" means the real property legally described in Exhibit A together with all improvements now or hereafter located thereon, including, but not limited to, the Premises.

"Rent" means the sum of Fixed Rent and Additional Rent, each as defined herein.

"Taxes" has the meaning set forth in Section 5.2 of this Lease.

"Term" means the period beginning on the Commencement Date and terminating forty three (43) years after date of Lease execution.

"Utilities" means all utilities and services furnished to the Premises, including, without limitation, gas, electricity, water, sewer, garbage collection, janitorial and telephone service.

21. OPTIONS TO EXTEND TERM.

21.1 Options to Extend. Provided City is not in default, and there is no event that with the giving of notice, the passage of time, or both, would constitute an Event of Default

under this Lease, City shall have three (3) options (each, an "Option") to renew the Term of this Lease for additional terms of five (5) years each (each an "Option Period") on the same terms and conditions as this Lease. City may extend the Lease Term by giving District written notice of its intent to extend the Term of this Lease at least one (1) year before the expiration of the then Term of this Lease. City shall also give District at least one (1) year's notice if City has elected not to extend the Term of this Lease. Option rights are personal to City and are not assignable or transferable separate and apart from this Lease.

22. RIGHT OF FIRST OPPORTUNITY. In the event District elects to sell the Premises during the Term of this Lease or any extension thereof, District shall offer City the right to purchase the Premises for such price as District shall deem acceptable in its sole discretion, and on such other terms and conditions as District may determine, with any sale to close within one hundred and eighty (180) days thereafter. Provided City is not in default, and there is no event that with the giving of notice, the passage of time, or both, would constitute an Event of Default under this Lease, City shall have sixty (60) days following receipt of such offer, to purchase the Premises for the price and on the other terms and conditions set forth in District's notice. In the event City fails to respond within such sixty (60) day period, City's right of first opportunity shall automatically terminate and District shall have the right to sell the Premises for a price not less than ninety percent (90%) of the purchase price set forth in District's offer.

IN WITNESS WHEREOF, District and City have executed this Lease the date and year first above written.

DISTRICT

By: _____

CITY

THE CITY OF SEATTLE, a first-class city of the State of Washington

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that is the persons who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they was authorized to execute the instrument and acknowledged it as the authorized representative of Seattle School District No. 1 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public

[Seal or Stamp]

_____
[Printed Name]
My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of THE CITY OF SEATTLE, a first-class city of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public

[Seal or Stamp]

_____
[Printed Name]
My appointment expires _____

ATTACHMENT 1: Legal Description of Property
ATTACHMENT 2: Lease Area of Premises (2 pages)
ATTACHMENT 3: Reserved Parking Spaces

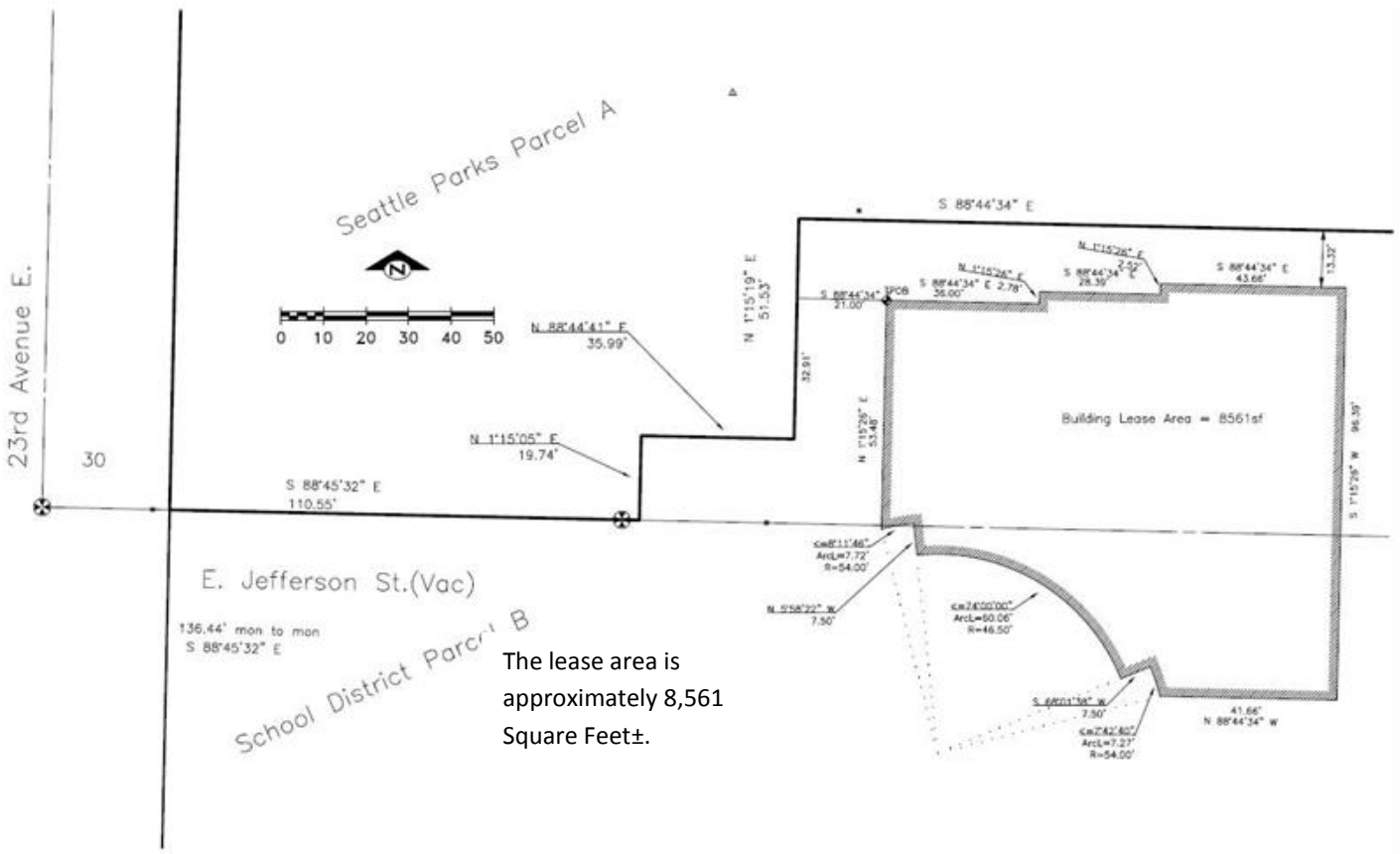
Attachment 1 to Exhibit D
Legal Description of Property

A portion of Parcel B of Lot Boundary Adjustment No. 3004623, as recorded in King County, Washington under Recording No. 20070723900014.

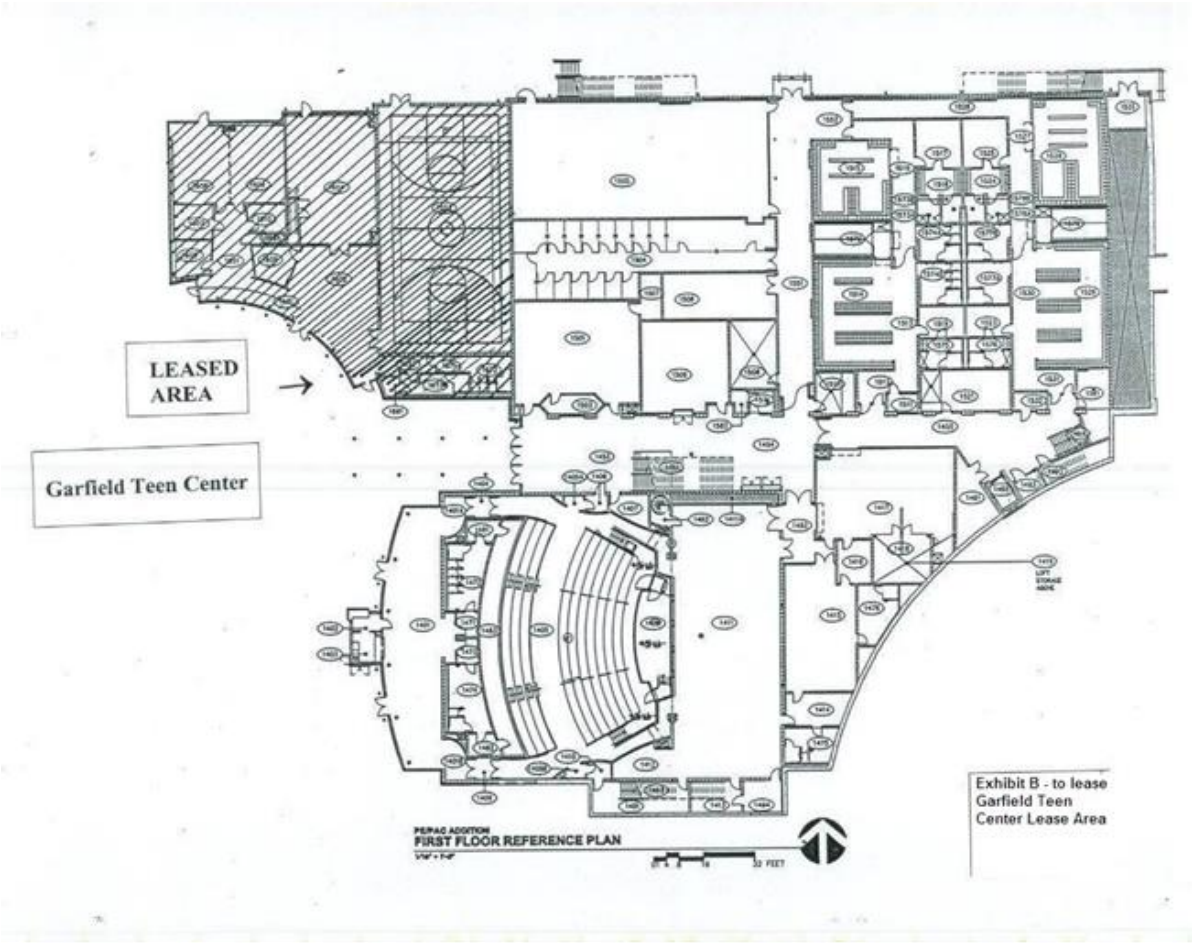
Commencing at the intersection of E. Jefferson St and 23rd Ave E, said position established with a concrete monument in recessed case, thence S 88°45'32" E along the centerline of vacated E Jefferson St a distance of 30.00 feet to the easterly margin of 23rd Ave E. and the northwest corner of said Parcel B. Thence following along the northerly property line of said Parcel B the following courses:
S 88°45'32" E a distance of 110.55 feet,
N 1°15'05" E a distance of 19.74 feet,
S 88°44'41" E a distance of 35.99 feet,
N 1°15'19" E a distance of 32.91 feet,
Thence leaving said northerly property line S 88°44'34" E a distance of 21.00' to the northwesterly exterior corner of a building and the True Point of Beginning.
Thence continuing along the northerly exterior line of said building the following courses:
S 88°44'34" E a distance of 36.00 feet,
N 1°15'26" E a distance of 2.78 feet,
S 88°44'34" E a distance of 28.39 feet,
N 1°15'26" E a distance of 2.52 feet,
S 88°44'34" E a distance of 43.66 feet to the intersection with the west line of a wall going south,
Thence S 1°15'26" W along said west line of a wall, a distance of 96.39 feet to the south exterior line of the building,
Thence N 88°44'34" W along said southerly exterior building line a distance of 41.66 feet to a non- tangent point of curvature,
Thence northerly and westerly along a curved wall concave to the southwest, with a radial bearing of S 75°44'18" W, a radius of 54.00 feet, a central angle of 7°42'40" and an arc distance of 7.26 feet,
Thence radially S 68°01'38" W a distance of 7.50 feet to a non- tangent point of curvature,
Thence northerly and westerly along a curved wall concave to the southwest, with a radial bearing of S 68°01'38" W a radius of 46.50 feet, a central angle of 74°00'00" and an arc distance of 60.06 feet,
Thence radially N 5°58'22" W a distance of 7.50 feet to a non-tangent point of curvature,
Thence westerly along a curved wall concave to the south, with a radial bearing of S 5°58'22" E a radius of 54.00 feet a central angle of 8°11'46" and an arc distance of 7.72 feet to the southwest corner of said building,
Thence N 1°15'26" E along the westerly building line a distance of 53.48 feet to the northwesterly exterior corner of the building and the True Point of Beginning.

The lease covers approximately 8561 Square Feet ±.

Attachment 2 to Exhibit D
Lease Area of the Premises (page 1 of 2)



Attachment 2 to Exhibit B
Lease Area of the Premises (page 2 of 2)



Attachment 3 to Exhibit D
Reserved Parking Spaces

Form revised: February 26, 2014

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Parks and Recreation	Donald Harris / 684-8018	Forrest Longman / 684-0331

Legislation Title: AN ORDINANCE relating to the Department of Parks and Recreation; authorizing execution of an agreement with Seattle School District No. 1 providing for the exchange of City-owned property at Garfield Playfield for District-owned property adjacent to the Rainier Beach Community Center; authorizing execution, acceptance and recording of Quitclaim Deeds and easements necessary for the development of the properties; authorizing execution of a lease for the Garfield Teen Life Center within Garfield High School; and superseding Ordinance 118477, which adopted Initiative 42, for the purposes of this ordinance.

Summary of the Legislation: This legislation authorizes the Superintendent of Parks and Recreation (DPR) to execute and accept quitclaim deeds to complete an exchange of properties with Seattle School District No. 1 (District) and to execute a lease with the District for DPR's operation of the new Garfield Teen Life Center at a cost of $1.00 per year. In addition to the proposed land exchange, the City will pay the District $24,028.19. The parties have completed lot boundary adjustments at both the Garfield and Rainier Beach sites.

The lease for the new Teen Life Center will have a term of 43 years. The facility replaces the former Teen Life Center which was demolished as a result of the expansion of Garfield High School. As with the previous lease, the District will be responsible for maintenance of the Center.

Background: In January 1994, the City Council adopted Resolution 28865 endorsing the Final Recommendations for the Building Excellence (BEX) Capital Improvement as adopted by the Superintendent of Public Schools and the Seattle Public Schools Board of Directors. In response to this Resolution and in the interests of completing the BEX program efficiently, the City undertook to remove or streamline procedural barriers to completing the program quickly and successfully.

The District has made various improvements to Garfield High School including the replacement of the Garfield Teen Life Center facility long operated by DPR. Because of site constraints, some of the District's improvements were constructed on adjacent City-owned property. As consideration for that property, the District agreed to convey certain other District-owned property at Rainier Beach to the City for the new Rainier Beach Community Center. The parties also agreed to a long term lease of the new Garfield Teen Life Center allowing for DPR's continued operation of the facility (at a cost of $1 per year) and further agreed that the City would pay the District $24,028.19 to equalize the property exchange values.

The District and DPR have completed and recorded lot boundary adjustments for the two properties. Authorization and acceptance of quitclaim deeds for conveyance for the properties,

proposed with this legislation, will fulfil promises made between the parties for the development of a new Rainier Beach Community Center, a Teen Life Center at Garfield High School and an expansion of Garfield High School which all benefit the communities in which they are located.

__X__ This legislation has financial implications.

As part of this agreement, the City agrees to pay the District $24,028.19. This expenditure is from existing appropriations to the Rainier Beach Community Center Redevelopment (K732337) CIP project and requires no additional appropriation.

Other Implications:

a) **Does the legislation have indirect financial implications, or long-term implications?**
The agreement commits the City to perform ongoing maintenance at the Garfield Teen Life Center. This is consistent with the agreement governing the previous Teen Life Center and represents no new expenses.

b) **What is the financial cost of not implementing the legislation?**
The City may be required to purchase the School District property in use by the Rainier Beach Community Center absent the proposed exchange of properties. Costs would be considerable, perhaps as high as $920,000. Also, the City might eventually have to find an alternative site for the Garfield Teen Life Center at a much higher lease rate.

c) **Does this legislation affect any departments besides the originating department?**
No.

d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**
There are none.

e) **Is a public hearing required for this legislation?**
No.

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

g) **Does this legislation affect a piece of property?**
Yes, the legislation is regarding property at Rainier Beach Community Center and Garfield High School.

h) **Other Issues:**
None.

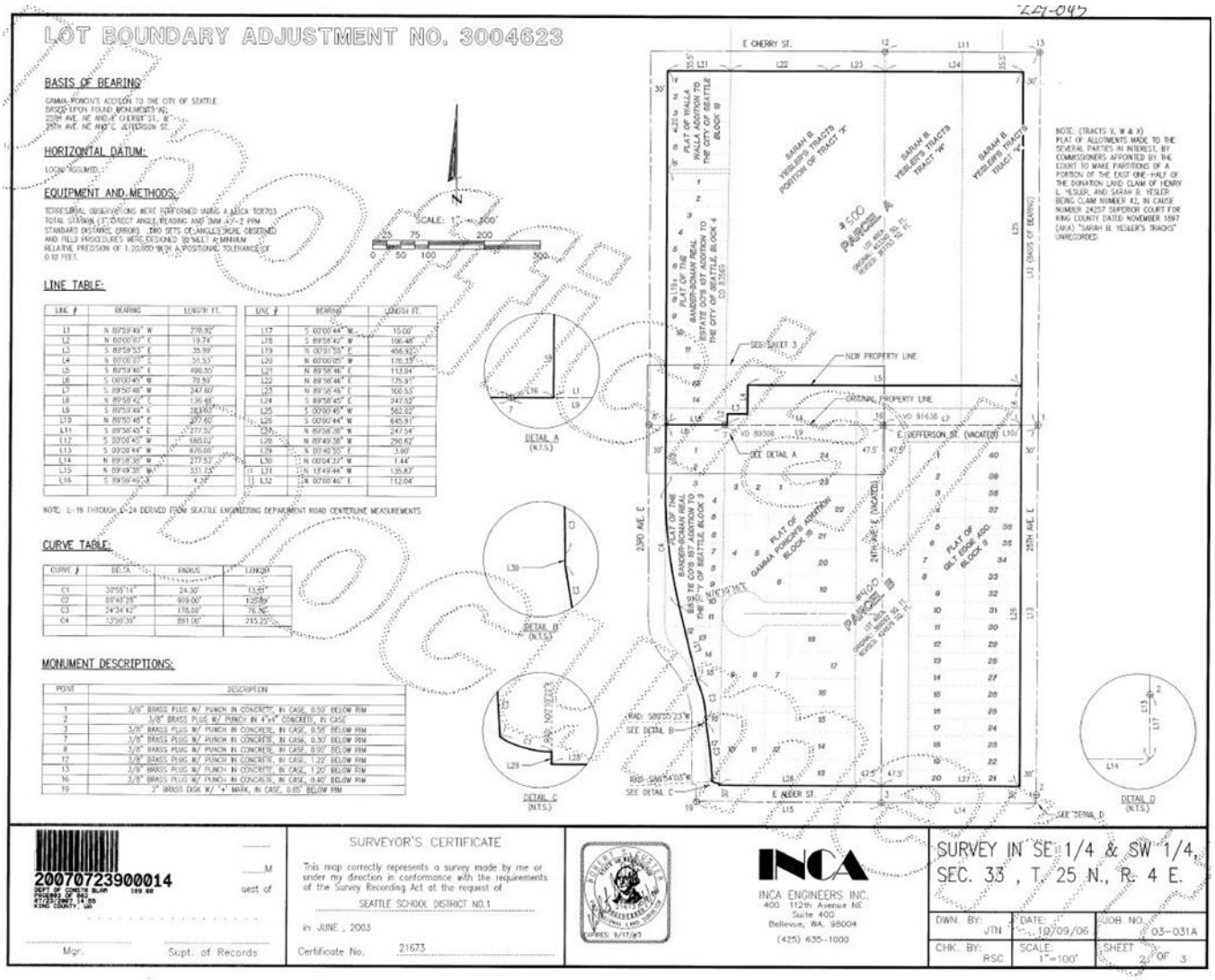
List attachments to the fiscal note below:

Attachment A – Lot Boundary Adjustment– Garfield Playfield

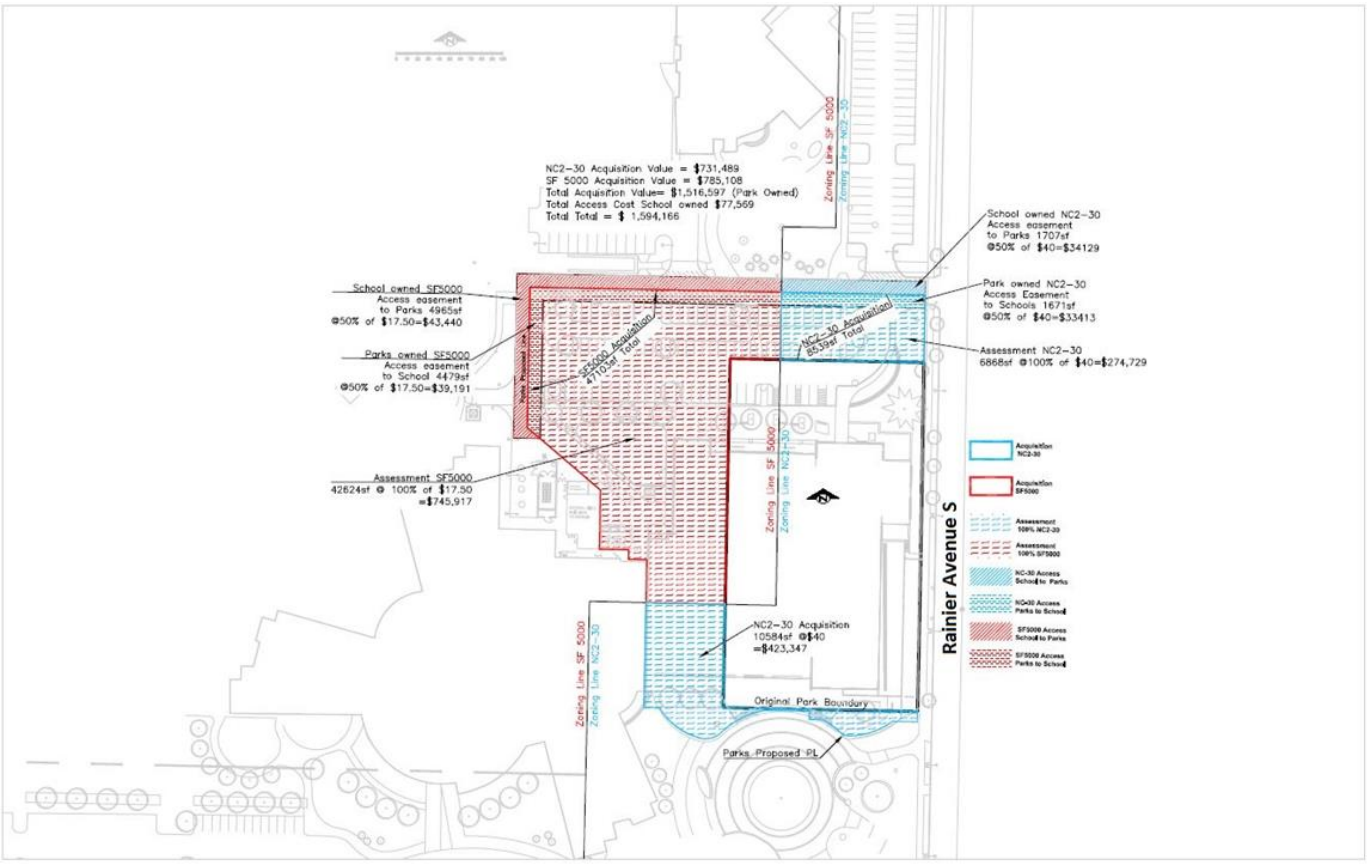
Attachment B - Property Exchange Map – Rainier Beach Community Center

Attachment C - List of Exchange Considerations

Attachment A Lot Boundary Adjustment – Garfield Playfield



Attachment B - Property Exchange Map – Rainier Beach Community Center



This depiction is intended for illustrative or informational purposes only and is not intended to modify anything in the legislation.

Attachment C - List of Exchange Considerations

	A	B
1		**Values**
2	**Park Acquisitions and Costs at Rainier Beach [1]**	
3	Access Easement / NC2-30- School to Parks 1707 sf @ 50% of $40. [2]	34,129.00
4	Access Easement /SF5000 - School to Parks 4965 sf @ 50% of 17.50. [2]	43,440.00
5	NC2-30 / DPR Acquisition 1058 sf @ $40	423,347.00
6	NC2-30 / DPR Acquisition 6868 sf @ $40	274,729.00
7	Appraised Value / SF5000 DPR Acquisition 42624 sf @ 17.50	745,917.00
8	Fire Easement / 1588 sf @ $5.00 (.25% of value)	7,940.00
9	LBA, Bush Roed and Hitchings Survey - 50% of fee	2,129.19
10	Appraiser's Fees (previously paid by DPR)	N/A
11		
12	**Sub-total (Park Acquisition Costs)**	**1,531,631.19**
13		
14	**School Acquistions and Costs**	
15	Access Easement / NC-30 - Parks to School 1671 sf @50% of $40. [2]	33,413.00
16	Access Easement / SF5000 - Parks to School 4479 sf @ 50% of 17.50. [2]	39,191.00
17	Change order for South Shore School Wall. [3]	89,999.00
18		
19	**Sub Total**	**162,603.00**
20		
21	**Value of Land Acquired by Seattle School District through a Lot Boundary Adjustment at Garfield High School**	
22	Garfield High School Playfield	1,345,000.00
23		
24	**Sub-total (School Acquistion Costs)**	**1,507,603.00**
25		
26	**Total owed at closing (by DPR):**	**24,028.19**
27		
28	1. Parks needed to acquire property from the Seattle School District (SSD). Property included two different land use zones with different values determined by independent apprasals. NC2-30 @ $40 per square feet and SF5000 @ $17.50 per square feet.	
29		
30	2. Easement which were needed by SSD and Parks were valued at 50% of full value.	
31		
32	3. The overall cost to Parks ($1,531,631.19) exceeded the cost to the SSD ($162,603.00) at Rainer Beach and ($1,345,000.00) at Garfiled. The difference owing SSD being $24,028.19.	

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104

Legislation Details (With Text)

File #:	CB 118309	**Version:**	1	**Name:**	
Type:	Council Bill (CB)			**Status:**	Full Council Agenda Ready
				In control:	Public Safety, Civil Rights, and Technology Committee
				Final action:	
Enactment date:				**Yes**	

Title: AN ORDINANCE relating to the Seattle Fire Code Advisory Board; revising the designated member representation of the Seattle Fire Code Advisory Board to include representatives of the services industry, major institutions, and the Fire Fighters and Fire Chiefs labor unions; creating a new Subchapter V in Chapter 3.16 of the Seattle Municipal Code consisting of new Sections 3.16.300, 3.16.310, 3.16.320, 3.16.330, 3.16.340, 3.16.350 and 3.16.360; all by amending Ordinance 119799.

Sponsors: Bruce Harrell

Indexes:

Attachments: CB 118309: Fiscal Note

Date	Ver.	Action By	Action	Result
2/4/2015	1	Public Safety, Civil Rights, and Technology Committee	pass	Pass
1/26/2015	1	Full Council	referred	

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to the Seattle Fire Code Advisory Board; revising the designated member representation of the Seattle Fire Code Advisory Board to include representatives of the services industry, major institutions, and the Fire Fighters and Fire Chiefs labor unions; creating a new Subchapter V in Chapter 3.16 of the Seattle Municipal Code consisting of new Sections 3.16.300, 3.16.310, 3.16.320, 3.16.330, 3.16.340, 3.16.350 and 3.16.360; all by amending Ordinance 119799.

WHEREAS, through Ordinance 117717, the Seattle Fire Code Advisory Board was created over five decades ago by the City Council to give industry, labor and the public a voice in fire code development issues that affect them; and

WHEREAS, Ordinance 117717 was amended in 1999 by Ordinance 119799 to revise the designated member representation to include a representative of the fire protection industry; and

WHEREAS, the leadership of the Fire Fighters labor union and the Fire Chiefs labor union have requested representation on the Seattle Fire Code Advisory Board to have a voice in fire code development issues that impact fire fighter safety; and

WHEREAS, the Seattle Fire Code Advisory Board has recommended that the voting member position currently designated to represent the retail industry be re-designated to represent the services industry more broadly;

WHEREAS, the Seattle Fire Code Advisory Board has recommended that the voting member position currently designated to represent the petroleum industry be re-designated to represent major institutions; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Ordinance 119799 is hereby amended to read as follows:

* * *

Section 2.

A new Subchapter V is added to Chapter 3.16 of the Seattle Municipal Code as follows:

Subchapter V Fire Code Advisory Board

3.16.300 Board Established

There hereby is established a Fire Code Advisory Board (the "Board") which will consist of ((~~fifteen (15)~~)) 15 voting members, as follows:

One architect

One chemical engineer

One mechanical engineer

One Building Owners and Managers Association representative

One King County Labor Council representative

One fire insurance industry representative

One ((~~petroleum industry~~)) major institutions representative. Major institutions include hospitals, universities, colleges, and schools.

One marine industry representative

One Port of Seattle representative

One manufacturing/warehouse representative

One ((~~retail~~)) services industry representative. Service industry includes retail and wholesale, entertainment, restaurants and nightclubs, and hotels.

One research/labs representative

One fire protection industry representative

Two members of the public

The Board members will be appointed by the Mayor, who will select ((~~fifteen (15)~~)) 15 individuals collectively possessing the characteristics listed above. The Mayor's appointments will be subject to confirmation by the City Council. In addition, one representative each from the Department of ((~~Design, Construction and Land Use~~)) Planning and Development, Seattle City Light, Seattle Public Utilities, and City Council staff ((~~shall~~)) may be chosen by their respective Department Heads and ((~~shall~~)) may serve on the Board in a non-voting ex-officio capacity. The Executive Boards of the Fire Fighters Union (Local 27) and the Fire Chiefs Union (Local 2898) may choose a representative to serve on the Fire Code Advisory Board in a non-voting ex-officio capacity. No City employees will serve on the Board in a voting capacity.

((~~Section 3.~~)) **3.16.310 Terms of service**

((~~The first board shall have five (5) members whose term of service is two (2) years, five (5) members whose term of service is three (3) years, and five (5) members whose term of service is four (4) years. Within these parameters, the Mayor shall have the discretion to designate the term of each member of the first Board.~~

~~Thereafter,~~)) The terms of service for Board members shall be as originally established by Ordinance 117717, as amended by Ordinance 119799, except as provided by this Section 3.16.310. The terms of service for voting members on the Board shall be for three ((~~(3)~~)) years from the day ((~~of expiration of the term of the member whose vacancy is being filled.~~)) the member is qualified. A voting member whose term of service has expired shall continue to serve until a successor is qualified, unless that member notifies the Chair in writing of his or her desire to resign and discontinue serving on the Board, in which case the position will be considered vacant. A successor to one of the ((~~fifteen (15)~~)) 15 voting positions is "qualified" after being appointed by the Mayor and confirmed by the City Council. The four non-voting ex-officio members representing the Department of ((~~Design, Construction and Land Use~~)) Planning and Development, Seattle City Light, Seattle Public Utilities and City Council staff shall serve at the direction of his or her Department Head and for such time until a replacement is qualified by his or her respective Department Head. The two non-voting ex-officio members representing the Fire Fighters Union and the Fire Chiefs Union shall serve at the direction of his or her union's Executive Board and for such time until a replacement is qualified by his or her respective union's Executive Board. A successor to one of the ((~~four (4)~~)) non-voting ex-officio positions is "qualified" after being chosen by his or her respective Department Head, or by the Executive Board of his or her respective union in the case of non-voting ex-officio positions representing the Fire Fighters Union or the Fire Chiefs Union. ((~~Vacancies that occur before the end of a member's term of service shall be filled by a qualified successor who shall serve for the unexpired term.~~)) A member may be removed by the Mayor, subject to a confirming affirmative vote of a majority of the total membership of the City Council. No member shall receive any compensation for service on the Board.

((~~Section 4.~~

~~The new fire protection industry member position that is being created by this ordinance shall have the same term of service as the public voting member position that it is replacing.~~

~~Section 5.~~))

3.16.320 Powers and duties of the Board

The Board shall act in an advisory capacity. The Board shall have the power to: (1) examine proposed amendments relating to the Fire Code and to make recommendations to the Fire Marshal, the Fire Chief, and

the City Council for changes in the Fire Code; and (2) hear appeals relating to the interpretation and application of the Fire Code, and to make recommendations to the Fire Chief relating to such appeals.

((~~Section 6.~~))

3.16.330 Governance

The Board shall elect a Chair and shall adopt reasonable rules and regulations for conducting its appeals and developing its recommendations. The Board shall receive staff support from the Fire Marshal's Office.

((~~Section 7.~~))

3.16.340 Meetings

The Board shall meet regularly ((~~at least once each month in a regular meeting~~)) and at a time and place to be established by its rules. The Chair may call special meetings when she or he deems it necessary. The Chair may cancel a meeting by providing written notice to the members, and publicizing notice in whatever manner is established in the rules.

((~~Section 8.~~))

3.16.350 Appeals

The Board's appellate powers shall be exercised by and through a subcommittee referred to herein as the Appeals Board. The appeals process will include the following:

a. The Appeal's Board recommendations to the Fire Chief shall be in writing.

b. The Chair shall select five Board members to serve on the Appeals Board, three ((~~(3)~~)) of which shall be chosen from the following categories: one ((~~(1)~~)) business representative (the Building Owners and Managers Association representative, the fire insurance industry representative, the ((~~petroleum industry~~)) major institutions representative, the marine industry representative, the Port of Seattle representative, the manufacturing/warehouse representative, the ((~~retail~~)) services industry representative, the research/labs representative, or the fire protection industry representative,) one ((~~(1)~~)) professional/technical representative (the architect, the chemical engineer, or the mechanical engineer), and one ((~~(1)~~)) public citizen. At his or her discretion, for particular appeals, the Chair may appoint or substitute additional Board members to hear a given appeal if she or he believes particular expertise is needed to hear the appeal.

c. The Board's rules relating to the conduct of appeals will be made available to the public.

d. Information on appeals and the Appeals Board's recommendations shall be maintained and made available to the public.

e. If the Fire Chief declines the Appeals Board's recommendation, then she or he must state in writing his or her reasons for doing so. This statement shall be copied to the Mayor's Office and to the City Council member who chairs the Public Safety Committee.

f. The Fire Chief and the Fire Marshal shall make themselves available to meet with the appellant, after the conclusion of the appeals process, in every case.

((~~Section 9.~~))

3.16.360 Citizen input

The Board shall develop a process for obtaining citizen input relating to the Fire Code and for providing that input to the Fire Marshal's office.

((~~Section 10. The Board shall make a report to the City Council's Public Safety Committee two years after its first meeting, or sooner if the chair of the Board deems necessary.~~

~~The report should include data on the activities of the Board and the Appeals Board, an assessment of the adequacy of the structure of the Board, the content and function of any rules the Board has established, and any changes the Board wishes to recommend at that time.~~))

Section 3.

The new service industry and major institutions member positions that are being created by this ordinance shall have the same term of service as the positions that they are replacing.

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 _____, 2015, and signed by me in open session in authentication of its passage this

_____ day of _____, 2015.

_____

President _____of the City Council

Approved by me this ____ day of _____, 2015.

_____

Edward B. Murray, Mayor

Filed by me this ____ day of _____, 2015.

_____

Monica Martinez Simmons, City Clerk

(Seal)

Form revised: February 26, 2014

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle Fire Department	Karen Grove/386-1451	Melissa Lawrie/684-5805

Legislation Title:

AN ORDINANCE relating to the Seattle Fire Code Advisory Board; revising the designated member representation of the Seattle Fire Code Advisory Board to include representatives of the services industry, major institutions, and the Fire Fighters and Fire Chiefs labor unions; creating a new Subchapter V in Chapter 3.16 of the Seattle Municipal Code consisting of new Sections 3.16.300, 3.16.310, 3.16.320, 3.16.330, 3.16.340, 3.16.350 and 3.16.360; all by amending Ordinance 119799.

Summary of the Legislation:
This legislation creates Board Member positions for representatives of the services industry and major institutions like universities and hospitals, and creates formal non-voting ex-officio positions for representatives of the Fire Fighters and Fire Chiefs labor unions.

Background:
The City Council created the Seattle Fire Code Advisory Board (FCAB) over five decades ago to provide local industry, labor, and the public a voice in the fire code provisions that affect them. FCAB Board Members play a key role in helping the Fire Marshal define local Seattle amendments to the international fire code.

This Council Bill proposes the first restructuring of the FCAB since 1999. As Seattle's economy has matured, and as international fire code has developed, major institutions like hospitals and universities, and broadly-defined service industry businesses including retail, night clubs, and restaurants, have become more impacted by fire code requirements. In addition, Firefighters and Fire Chiefs have always been impacted by the Fire Code because its provisions directly impact safety on the fire ground, however they have not had a formal role on the Fire Code Advisory Board.

The proposed Council Bill would provide these industries and labor unions a role on the FCAB, to ensure that the Fire Marshal receives input from the full array of stakeholders that are impacted by the Seattle Fire Code.

Because City employees are prohibited from serving on boards and commissions in a voting capacity, the Firefighters and Fire Chiefs representatives would serve in a non-voting, ex officio capacity.

Please check one of the following**:**

__X__ This legislation does not have any financial implications.

____ This legislation has financial implications.

Other Implications:

a) **Does the legislation have indirect financial implications, or long-term implications?**
Local Seattle amendments to international fire code will continue to benefit from input from a full array of stakeholders.

b) **What is the financial cost of not implementing the legislation?**
None.

c) **Does this legislation affect any departments besides the originating department?**
No.

d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**
None.

e) **Is a public hearing required for this legislation?**
No.

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

g) **Does this legislation affect a piece of property?**
No.

h) **Other Issues:**
None.

List attachments to the fiscal note below:
None.