



SEATTLE CITY COUNCIL

Transportation and Utilities Committee

Agenda

Wednesday, December 2, 2020

9:30 AM

Public Hearing

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

Alex Pedersen, Chair
Dan Strauss, Vice-Chair
M. Lorena González, Member
Lisa Herbold, Member
Tammy J. Morales, Member
Debora Juarez, Alternate

Chair Info: 206-684-8804; Alex.Pedersen@seattle.gov

[Watch Council Meetings Live](#) [View Past Council Meetings](#)

Council Chamber Listen Line: 206-684-8566

For accessibility information and for accommodation requests, please call
206-684-8888 (TTY Relay 7-1-1), email CouncilAgenda@Seattle.gov, or visit
<http://seattle.gov/cityclerk/accommodations>.



SEATTLE CITY COUNCIL
Transportation and Utilities Committee
Agenda
December 2, 2020 - 9:30 AM
Public Hearing

Meeting Location:

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

Committee Website:

<http://www.seattle.gov/council/committees/transportation-and-utilities>

This meeting also constitutes a meeting of the City Council, provided that the meeting shall be conducted as a committee meeting under the Council Rules and Procedures, and Council action shall be limited to committee business.

In-person attendance is currently prohibited per Washington State Governor's Proclamation No. 20-28.12, through December 7, 2020. Meeting participation is limited to access by telephone conference line and Seattle Channel online.

Register online to speak during the Public Comment period being held at the 9:30 a.m. Transportation and Utilities Committee meeting at

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

Online registration to speak at the Transportation and Utilities Committee meeting will begin two hours before the 9:30 a.m. meeting start time, and registration will end at the conclusion of the Public Comment period during the meeting. Speakers must be registered in order to be recognized by the Chair.

Submit written comments to Councilmember Pedersen at Alex.Pedersen@seattle.gov

Sign-up to provide Public Comment at the meeting at <http://www.seattle.gov/council/committees/public-comment>

Watch live streaming video of the meeting at <http://www.seattle.gov/council/watch-council-live>

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

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

Please Note: Times listed are estimated

A. Call To Order

B. Approval of the Agenda

C. Public Comment

D. Items of Business

1. [CB 119955](#) **AN ORDINANCE relating to Seattle Public Utilities; relating to certain properties in the city of Renton at the intersection of Interstate 405 and Seattle Public Utilities' (SPU) Cedar River Pipelines right-of-way; declaring certain property rights surplus to the needs of SPU; authorizing the General Manager and Chief Executive Officer of SPU to execute and deliver a Quit Claim Deed to the Washington State Department of Transportation and to accept a Quit Claim Deed and three easements from the State of Washington as consideration for the release of the surplus property rights, all as necessary for the relocation of SPU's Cedar River water transmission pipelines in conjunction with the State's construction of the I-405 Renton "S" Curves project; all located in the SE quarter of the NW quarter of the SW quarter of Section 17, Township 23, Range 5 East, W.M., King County, Washington; and ratifying and confirming certain prior acts.**

Attachments: [Att A - Quit Claim Deed from City to State](#)
 [Att B - Quit Claim Deed from State to City](#)
 [Att C - Easement from State to City for Areas within Limited Access](#)
 [Att D - Easement from State to City for Areas outside Limited Access](#)
 [Att E - Transfer of Easement from State to City](#)
 [Att F - Map Depicting Areas of Conveyance](#)

Supporting Documents: [Summary and Fiscal Note](#)
 [Summary Ex 1 – Vicinity Map](#)
 [Presentation](#)

Briefing, Discussion, and Public Hearing

Presenters: Mami Hara, General Manager and CEO, and Eugene Mantchev, Seattle Public Utilities (SPU)

Register online to speak at the Public Hearing during the Transportation and Utilities Committee meeting will begin two hours before the 9:30 a.m. meeting at
<http://www.seattle.gov/council/committees/public-comment>.

Online registration to speak at the Public Hearing during the Transportation and Utilities Committee meeting will begin two hours

before the 9:30 a.m. meeting start time, and registration will end at the conclusion of the Public Hearing during the meeting. Speakers must be registered in order to be recognized by the Chair. If you are unable to attend the remote meeting, please submit written comments to Councilmember Pedersen at Alex.Pedersen@seattle.gov.

2. [CB 119958](#) **AN ORDINANCE relating to the Cedar River Watershed; authorizing two years of ecological thinning, in accordance with the Cedar River Watershed Habitat Conservation Plan, in Sections 8 and 9, Township 22, North, Range 8, East, W.M., Sections 3, 4, and 10, Township 21, North, Range 10, East, W.M., and Section 33, Township 22, North, Range 10, East, W.M.; declaring the logs resulting from ecological thinning to be surplus to the City's needs; authorizing the sale of such logs pursuant to applicable City contracting and surplus property sale procedures; and directing deposit of the proceeds therefrom to the Water Fund for the purposes of the Habitat Conservation Plan implementation.**

Supporting
Documents:

[Summary and Fiscal Note](#)

[Summary Att A – Proposed Ecological Thinning 2021-2022
Presentation](#)

Briefing, Discussion, and Public Hearing

Presenters: Mami Hara, General Manager and CEO, Rolf Gersonde, and Amy LaBarge, SPU

Register online to speak at the Public Hearing during the Transportation and Utilities Committee meeting will begin two hours before the 9:30 a.m. meeting at
<http://www.seattle.gov/council/committees/public-comment>.

Online registration to speak at the Public Hearing during the Transportation and Utilities Committee meeting will begin two hours before the 9:30 a.m. meeting start time, and registration will end at the conclusion of the Public Hearing during the meeting. Speakers must be registered in order to be recognized by the Chair. If you are unable to attend the remote meeting, please submit written comments to Councilmember Pedersen at Alex.Pedersen@seattle.gov.

3. [CB 119956](#) **AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager/CEO of Seattle Public Utilities to execute an agreement with King County Fire Protection District 40 for fire protection and emergency medical services for certain City of Seattle water system properties in King County, Washington.**

Attachments: [Att 1 - ILA for Fire Protection Services](#)

Supporting

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

Briefing, Discussion, and Possible Vote

Presenters: Mami Hara, General Manager and CEO, Judith Cross, and Wylie Harper, SPU

4. [CB 119961](#) **AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager and Chief Executive Officer of Seattle Public Utilities to acquire, accept, and record on behalf of The City of Seattle both temporary and permanent property rights from owners of property located along the alignment of the planned combined sewage conveyance and storage tunnel between 24th Avenue NW and Shilshole Avenue NW in Ballard and Interlake Avenue N and N 35th Street in Wallingford, and from owners of property located along the alignment of the planned Ballard Conveyance pipeline between 28th Avenue NW and NW 56th Street and 24th Avenue NW and Shilshole Avenue NW, and for related infrastructure in 28th Avenue NW, that are necessary or convenient to construct, operate, and maintain the Ship Canal Water Quality Project and 3rd Avenue W Water Main Replacement Project, through negotiation or eminent domain (condemnation); placing an underground electrical easement under the jurisdiction of the City Light Department; placing other real property rights acquired under the jurisdiction of Seattle Public Utilities; designating the property rights acquired for utility and general municipal purposes; authorizing termination of an easement held by the former Milwaukee Terminal Railway Company or its successors; authorizing payment of all other costs associated with acquisition; and ratifying and confirming certain prior acts.**

Attachments: [Att 1 – Legal Descriptions of Acquired Property Rights](#)
 [Att 2 - List of Affected Properties](#)
 [Att 3 - List of Affected Properties](#)

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

Briefing, Discussion, and Possible Vote

Presenters: Mami Hara, General Manager and CEO, Richard Fernandez, Pree Carpenter, and Keith Ward, SPU

5. [CB 119963](#) **AN ORDINANCE relating to Seattle Public Utilities; updating water regulations to conform to current standards; making technical corrections; amending Sections 21.04.010, 21.04.020, 21.04.050, 21.04.060, 21.04.080, 21.04.150, 21.04.210, 21.04.300, 21.04.460, 21.04.530, 21.04.580, 21.08.010, and 21.12.020 of the Seattle Municipal Code; repealing Section 21.04.590 of the Seattle Municipal Code; and adding new Sections 21.04.025, 21.04.061, and 21.04.062 to the Seattle Municipal Code.**

Supporting
Documents:

[Summary and Fiscal Note
Presentation](#)

Briefing, Discussion, and Possible Vote

Presenters: Mami Hara, General Manager and CEO, Michelle Lange, and Keri Burchard-Juarez, SPU

6. [CB 119962](#) **AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager and Chief Executive Officer of Seattle Public Utilities to enter into a stormwater facility construction and maintenance agreement with the State of Washington and grant a non-exclusive easement to the State of Washington for the stormwater facility, upon, under, and across a portion of the south half of the northwest quarter of Section 3, Township 23 North, Range 4 East, W.M., King County, Washington.**

Attachments:

[Att 1 - Stormwater Maintenance and Operation Agreement](#)

Supporting
Documents:

[Summary and Fiscal Note
Presentation](#)

Briefing, Discussion, and Possible Vote

Presenters: Mami Hara, General Manager and CEO, and Sahba Mohandessi, SPU

7. [CB 119953](#) **AN ORDINANCE relating to the City Light Department; accepting various easements for overhead and underground electrical rights in King County, Washington; placing said easements under the jurisdiction of the City Light Department; and ratifying and confirming certain prior acts.**

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

Briefing, Discussion, and Possible Vote

Presenters: Debra Smith, General Manager and CEO, Greg Sancewich, William Devereaux, and Tom DeBoer, Seattle City Light (SCL)

8. [CB 119954](#) **AN ORDINANCE relating to the City Light Department; accepting various easements for overhead and underground electrical rights in King County, Washington; placing said easements under the jurisdiction of the City Light Department; and ratifying and confirming certain prior acts.**

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

Briefing, Discussion, and Possible Vote

Presenters: Debra Smith, General Manager and CEO, Greg Sancewich, William Devereaux, and Tom DeBoer, SCL

9. [Res 31980](#) **A RESOLUTION** granting conceptual approval to construct, install, maintain, and operate below-grade private utility lines under and across Roy Street, west of 8th Avenue N; Dexter Avenue N, north of Mercer Street; Roy Street, west of Dexter Avenue N; and the alley north of Mercer Street, west of Dexter Avenue N, south of Roy Street, and east of Aurora Avenue N, as proposed by McKinstry Company LLC.

Supporting
Documents:

[Summary and Fiscal Note](#)
[Summary Att A - ARE District Energy Area Map](#)
[Central Staff Memo](#)
[Presentation](#)

Briefing, Discussion, and Possible Vote

Presenters: Lish Whitson, Council Central Staff; Brad Liljequist, McKinstry (Applicant)

10. [CB 119959](#) **AN ORDINANCE** imposing a revenue measure of 0.15 percent sales and use tax for transportation purposes as authorized by Seattle voters at the November 3, 2020 election; and ratifying and confirming certain prior acts.

Supporting
Documents:

[Summary and Fiscal Note](#)
[Presentation](#)

Briefing, Discussion, and Possible Vote

Presenter: Bill LaBorde, Seattle Department of Transportation (SDOT)

11. [CB 119960](#) **AN ORDINANCE** regarding the Transit Service Funding Agreement with King County; authorizing the Director of the Seattle Department of Transportation to execute an amendment to the agreement extending the term to June 30, 2021; and ratifying and confirming certain prior acts.

Attachments: [Att A - Transit Service Funding Agreement Amendment 5](#)

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

Briefing, Discussion, and Possible Vote

Presenter: Bill LaBorde, SDOT

12. [Res 31981](#) **A RESOLUTION** relating to the Seattle Department of Transportation; authorizing the Director to act as the authorized representative/agent on behalf of The City of Seattle and to legally bind The City of Seattle with respect to certain projects for which the City seeks grant funding assistance managed through the Recreation and Conservation Office.

Attachments: [Att 1 - Sample RCO Project Agreement](#)

Supporting
Documents: [Summary and Fiscal Note](#)
 [Summary Att A - Project Map](#)
 [Presentation](#)

Briefing, Discussion, and Possible Vote

Presenter: Bill LaBorde, SDOT

E. Adjournment



Legislation Text

File #: CB 119955, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to Seattle Public Utilities; relating to certain properties in the city of Renton at the intersection of Interstate 405 and Seattle Public Utilities' (SPU) Cedar River Pipelines right-of-way; declaring certain property rights surplus to the needs of SPU; authorizing the General Manager and Chief Executive Officer of SPU to execute and deliver a Quit Claim Deed to the Washington State Department of Transportation and to accept a Quit Claim Deed and three easements from the State of Washington as consideration for the release of the surplus property rights, all as necessary for the relocation of SPU's Cedar River water transmission pipelines in conjunction with the State's construction of the I-405 Renton "S" Curves project; all located in the SE quarter of the NW quarter of the SW quarter of Section 17, Township 23, Range 5 East, W.M., King County, Washington; and ratifying and confirming certain prior acts.

WHEREAS, The City of Seattle ("City") owns in fee a water transmission pipeline right-of-way in the city of Renton acquired for its Cedar River Pipelines; and

WHEREAS, the State of Washington, Department of Transportation ("State"), operates and maintains Interstate 405, which crosses the City's pipeline right-of-way; and

WHEREAS, the State has constructed and realigned said limited access highway (I-405) over, across and upon a portion of the City's pipeline right-of-way; and

WHEREAS, it is necessary under the Laws of the State of Washington (RCW 47.52.050) and in compliance with Federal Highway Administration requirements for the State to acquire in fee simple all land under its highways; and

WHEREAS, pursuant to an agreement between the City and State known as UT0225, Supplement 2, the City's Cedar River water transmission lines have been relocated by the State at State's cost into two separate utilidors crossing under I-405, along with appurtenant City utilities necessary for the safe transmission

of drinking water; and

WHEREAS, the City and the State agreed to exchange property rights to meet State and Federal requirements for highway purposes, as well as the City's long-term pipeline protection needs, and to align such rights with the relocated pipelines; and

WHEREAS, in consideration for the transfer of fee title to the State of the portion of the City right-of-way primarily located within the I-405 limited access area, the State shall transfer fee title to the City of adjacent lands outside the I-405 limited access area, and grant to the City easement rights along the relocated water transmission lines installed within two utilidors across I-405, as well as a commitment by the State to relocate said transmission lines and facilities at State's expense should a future State project require such relocation; and

WHEREAS, the State requests execution by the City of a Quit Claim Deed to accomplish a simultaneous exchange of right-of-way from the City to the State, being 19,368 square feet of fee ownership, and a Quit Claim Deed from the State to the City, being 12,384 square feet of fee ownership; two easements from the State to the City, being 57,881 square feet, and a transfer of easement rights for a tiebacks from the State to the City, being 1,056 square feet; and

WHEREAS, this is intended to be an intergovernmental property exchange for City of Seattle infrastructure relocation and not intended to be a surplus disposition of City property; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Pursuant to the provisions of RCW 35.94.040, and after public hearing, the real property located within the southern half of Section 17, Township 23 North, Range 3 East, W.M., in the city of Renton, King County, Washington, and depicted as Parcels A and B in Attachment F to this ordinance, is no longer required for utility purposes and is declared surplus to The City of Seattle's ("City") utility needs.

Section 2. The General Manager/CEO of Seattle Public Utilities is hereby authorized to execute, for and on behalf of the City, a Quit Claim Deed, substantially in the form of Attachment A to this ordinance,

conveying to the Washington State Department of Transportation (WSDOT) certain real property located within the southern half of Section 17, Township 23 North, Range 3 East, W.M., in the city of Renton, King County, Washington, and depicted as Parcels A and B in Attachment F to this ordinance. The consideration for the Quit Claim Deed included as Attachment A to this ordinance is conveyance by WSDOT of Parcels C, D, and E and the Easements depicted in Parcels F through P, all as shown in Attachment F to this ordinance and as more specifically set forth in Sections 3 through 6 of this ordinance.

Section 3. The General Manager/CEO of Seattle Public Utilities is hereby authorized to accept, for and on behalf of the City, a Quit Claim Deed, substantially in the form of Attachment B to this ordinance, conveying to the City from the State of Washington, Department of Transportation, real property within the southern half of Section 17, Township 23 North, Range 3 East, W.M., in the city of Renton, King County, Washington, and depicted as Parcels C, D, and E in Attachment F to this ordinance.

Section 4. The General Manager/CEO of Seattle Public Utilities is hereby authorized to accept, for and on behalf of the City, an Easement, substantially in the form of Attachment C to this ordinance, accepting from the State of Washington, Department of Transportation, real property easement rights within the limited access of I-405 and within the southwest quarter of Section 17, Township 23 North, Range 3 East, W.M., in the city of Renton, King County, Washington, and depicted as Parcels F, G, H, and I in Attachment F to this ordinance.

Section 5. The General Manager/CEO of Seattle Public Utilities is hereby authorized to accept, for and on behalf of the City, an Easement, substantially in the form of Attachment D to this ordinance, accepting from the State of Washington, Department of Transportation, real property easement rights outside the limited access of I-405 and within the southwest quarter of Section 17, Township 23 North, Range 3 East, W.M., in the city of Renton, King County, Washington, and depicted as Parcels J, K, L, M, N, and O in Attachment F to this ordinance.

Section 6. The General Manager/CEO of Seattle Public Utilities is hereby authorized to accept, for and on behalf of the City, a transfer of existing easements, substantially in the form of Attachment E to this

ordinance, accepting from the State of Washington, Department of Transportation, real property easement rights outside the limited access of I-405 and within the southwest quarter of Section 17, Township 23 North, Range 3 East, W.M., in the city of Renton, King County, Washington, and depicted as Parcel P in Attachment F to this ordinance.

Section 7. The real property interests referenced above include, but are not limited to, fee and permanent easements that when recorded shall be placed under the jurisdiction of Seattle Public Utilities and designated for utility purposes.

Section 8. Any act consistent with the authority of this ordinance taken prior to its effective date is hereby ratified and confirmed.

Section 9. 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 _____, 2020, and signed by me in open session in authentication of its passage this _____ day of _____, 2020.

President _____ of the City Council

Approved by me this _____ day of _____, 2020.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2020.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Attachment A - Quit Claim Deed from City to State

Attachment B - Quit Claim Deed from State to City

Attachment C - Easement from State to City for Areas within Limited Access

Attachment D - Easement from State to City for Areas outside Limited Access

Attachment E - Transfer of Easement from State to City

Attachment F - Map Depicting Areas of Conveyance

Attachment A

AFTER RECORDING RETURN TO:

State of Washington
Department of Transportation
Real Estate Services Office
PO Box 47338
Olympia, WA 98504-7338

Grantor: City of Seattle, Seattle Public Utilities
Grantee: State of Washington, Department of Transportation
Legal: Portion of SW 1/2 of Section 17, T 23 N, R 5 E, W.M.
Additional Legal Description: on pages 1 & 2 of document
Tax No. : None

QUIT CLAIM DEED

RE: I-405, SR 515 Vic. to N.E. 3rd St. Vic.

The Grantor, the CITY OF SEATTLE, a Washington municipal corporation, acting by and through SEATTLE PUBLIC UTILITIES, for and in consideration of and in accordance with the following agreements of the parties entitled Preliminary Engineering Agreement, dated May 5th, 1989; Preliminary Engineering Agreement No. UT 0225 Supplement No. 1 dated December 8th, 1989; Construction Agreement UT 0225 Supplement No. 2 dated October 26, 1990; and Construction Agreement UT 0225 Supplement No. 4 dated March 22, 2019, and subject to The City of Seattle Ordinance No. _____ dated _____, 20____, does hereby convey and quitclaim unto the STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION, an agency of the State of Washington, the following described real estate, situate in King County, Washington:

PARCEL 1-24817

All those portions of Town of Renton, according to the plat thereof recorded in Volume 1 of Plats, page 135, records of King County, Washington, described as TRACT 1 and TRACT 2:

TRACT 1:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) HES 392+55.79 on the I-405 line survey of I-405, SR 515 VIC. TO N.E.

3RD ST. VIC. and 124.98 feet Southeasterly therefrom; thence Northwesterly to a point opposite HES 393+10.81 on said line survey and 4.44 feet Northwesterly therefrom; thence Northwesterly to a point opposite HES 393+23.00 on said line survey and 65.84 feet Northwesterly therefrom; thence Northwesterly to a point opposite HES 393+20.90 on said line survey and 105.26 feet Northwesterly therefrom; thence Northwesterly to a point opposite HES 393+16.01 on said line survey and 137.03 feet Northwesterly therefrom; thence Northerly to a point opposite HES 393+65.45 on said line survey and 174.99 feet Northwesterly therefrom; thence Southeasterly to a point opposite HES 393+87.90 on said line survey and 57.42 feet Northwesterly therefrom; thence Easterly to a point opposite HES 393+94.27 on said line survey and 48.60 feet Northwesterly therefrom; thence Southerly to a point opposite HES 393+84.33 on said line survey and 40.98 feet Northwesterly therefrom; thence Southeasterly to a point opposite HES 393+82.45 on said line survey and 8.85 feet Northwesterly therefrom; thence Southeasterly to a point opposite HES 393+31.53 on said line survey and 124.98 feet Southeasterly therefrom; thence Southwesterly parallel with said line survey to the point of beginning.

TRACT 2:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 393+07.66 on the I-405 line survey of I-405, SR 515 VIC. TO N.E. 3RD ST. VIC. and 204.68 feet Northwesterly therefrom; thence Northwesterly to a point opposite HES 393+04.32 on said line survey and 228.09 feet Northwesterly therefrom; thence Northeasterly to a point opposite HES 393+33.39 on said line survey and 222.96 feet Northwesterly therefrom; thence Southerly to the point of beginning.

The specific details concerning all of which may be found on sheets 9 and 19 of 19 sheets of that certain plan entitled I-405, SR 515 VIC. TO N.E. 3RD ST. VIC., bearing date of approval November 18, 2005, sheet 9 revised July 2, 2019, and sheet 19 revised May 17, 2019, now of record and on file in the Office of the Secretary of Transportation at Olympia, Washington.

Dated this _____ day of _____, 20__.

CITY OF SEATTLE, SEATTLE PUBLIC UTILITIES

By _____
Mami Hara
General Manager & Chief Executive Officer
Seattle Public Utilities

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Mami Hara is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the General Manager & Chief Executive Officer, Seattle Public Utilities, of the City of Seattle, a municipal corporation of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal the day and year last above written.

Notary (print name) _____
 Notary Public in and for the State of Washington,
 residing at _____
 My Appointment expires _____

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Transportation by Headquarters Real Estate Services Manager.

Accepted and Approved

STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION

By: _____
Real Estate Services Manager

Date: _____

Attachment B

AFTER RECORDING RETURN TO:

Attention: Pree Carpenter
SEATTLE CITY OF SPU-WTR
700 5TH AVE STE 4900-RPS
PO BOX 34018
SEATTLE WA 98124-4018

Document Title: Quitclaim Deed
Reference Number of Related Document:
Grantor: State of Washington, Department of Transportation
Grantee: City of Seattle, Seattle Public Utilities
Abbreviated Legal Description: Portion of SW 1/2 Section 17, T 23 N, R 5 E, W.M.
Additional Legal Description is on page 1, 2 and 3 of document
Assessor's Tax Parcel Number: None

QUIT CLAIM DEED

I-405, SR 515 VIC. TO N.E. 3rd ST. VIC.

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of and in accordance with the following agreements of the parties entitled Preliminary Engineering Agreement, dated May 5th, 1989; Preliminary Engineering Agreement No. UT 0225 Supplement No. 1 dated December 8, 1989; Construction Agreement UT 0225 Supplement No. 2 dated October 26, 1990; and Construction Agreement UT 0225 Supplement No. 4 dated March 22, 2019, hereby conveys and quitclaims unto the CITY OF SEATTLE, a Washington municipal corporation, acting by and through SEATTLE PUBLIC UTILITIES, Grantee, all right, title, and interest under the jurisdiction of the Washington State Department of Transportation, in and to the following described real property situated in King County, State of Washington:

All that portion of the following described TRACTS 1, 2, and 3, Town of Renton, according to the plat thereof recorded in Volume 1 of Plats, page 135, records of King County, Washington, described as follows:

TRACT 1 (ICN 1-17-15774)

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 392+88.42 on the I-405 line survey of I-405, SR 515 VIC. TO N.E. 3RD ST. VIC. and 348.75 feet Northwesterly therefrom; thence Southerly to a point opposite HES 392+85.52 on said line survey and 344.25 feet Northwesterly therefrom; thence Southeasterly along a curve to the right having a radius of 165 feet, an arc distance of 51.05 feet to a point opposite HES 392+71.57 on said line survey and 296.23 feet Northwesterly therefrom; thence Southeasterly to a point opposite HES 392+40.65 on said line survey and 230.98 feet Northwesterly therefrom; thence Northeasterly to a point opposite HES 392+90.52 on said line survey and 228.70 feet Northwesterly therefrom; thence Northeasterly to a point opposite HES 393+04.32 on said line survey and 228.09 feet Northwesterly therefrom; thence Northwesterly to the point of beginning.

TRACT 2 (ICN 1-17-15775)

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 391+97.31 on the I-405 line survey of the I-405, SR 515 VIC. TO N.E. 3RD ST. VIC. and 124.97 feet Southeasterly therefrom; thence Southeasterly to a point opposite HES 391+94.13 on said line survey and 170.85 feet Southeasterly therefrom; thence Easterly to a point opposite HES 392+17.22 on said line survey and 205.17 feet Southeasterly therefrom; thence Northwesterly to a point opposite HES 392+56.80 on said line survey and 124.98 feet Southeasterly therefrom; thence Southwesterly along a curve to the left having a radius of 1,494.64 feet to the point of beginning.

TRACT 3 (ICN 1-17-15776)

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 394+27.68 on the I-405 line survey of I-405, SR 515 VIC. TO N.E. 3RD ST. VIC. and 103.13 feet Northwesterly therefrom; thence Northwesterly to a point opposite HES 394+41.70 on said line survey and 153.16 feet Northwesterly therefrom; thence Northeasterly to a point opposite HES 394+86.03 on said line survey and 145.31 feet Northwesterly therefrom; thence Northwesterly to a point opposite said HES 394+86.03 and 164.01 feet Northwesterly therefrom; thence Westerly to a point opposite HES 394+71.38 on said line survey and 178.09 feet Northwesterly therefrom; thence Westerly to a point opposite HES 394+32.68 on said line survey and 232.12 feet Northwesterly therefrom; thence Southerly to a point opposite HES 394+28.95 on said line survey and 228.78 feet Northwesterly therefrom; thence Southerly to a point opposite HES 393+92.26 on said line survey and 196.93 feet Northwesterly therefrom; thence Easterly to a point opposite HES 394+15.88 on said line survey and 162.80 feet Northwesterly therefrom; thence Southeasterly to a point opposite HES 394+10.96 on said line survey and 145.84 feet Northwesterly therefrom; thence Southeasterly along a curve to the right having a radius of 155 feet, an arc distance of 46.52 feet to the point of beginning.

EXCEPT, Grantor reserves to itself and its successors and/or assigns, all easement rights of access, light, view and/or air in the property herein conveyed to the extent that the property abuts the state highway right of way; therefor the Grantee herein, including its successors or assigns, shall have no right of ingress or egress to, from or between I-405 and the lands herein

described, nor shall Grantee herein, its successors or assigns, be entitled to compensation for any loss of access, light, view and/or air occasioned by the location, construction, reconstruction, maintenance or operation of said highway. Notwithstanding the above, the City shall have unimpeded access to City facilities in the City utiladors and shafts across the freeway limited access area through the access points located within or adjacent to Renton Streets on each side and outside of the freeway, as set forth in Preliminary Engineering Agreement No. UT 0225 dated May 5, 1989 and Supplements thereto by and between the Grantor and Grantee.

The specific details concerning all of which may be found on sheets 9 and 19 of 19 sheets of that certain plan entitled I-405, SR 515 VIC. TO N.E. 3RD ST. VIC., bearing date of approval November 18, 2005, sheet 9 revised July 2, 2019, and sheet 19 revised May 17, 2019, now of record and on file in the Office of the Secretary of Transportation at Olympia, Washington.

Subject to all existing encumbrances, including easement, restrictions, and reservations, if any.

The Grantee, on behalf of itself, its successors or assigns, as part consideration herein, does hereby agree to comply with all civil rights and anti-discrimination requirements of chapter 49.60 RCW as to the lands herein conveyed.

The lands herein described are not required for State highway purposes and are conveyed pursuant to the provisions of RCW 47.12.080.

Dated at Olympia, Washington, this _____ day of _____, 20____.

S T A T E O F W A S H I N G T O N,
D E P A R T M E N T O F T R A N S P O R T A T I O N

Roger Millar, PE, FASCE, FAICP
Secretary of Transportation

APPROVED AS TO FORM:

By: _____
Assistant Attorney General

ACCEPTED AND APPROVED – GRANTEE:
CITY OF SEATTLE, SEATTLE PUBLIC UTILITIES

By _____
Mami Hara
General Manager & Chief Executive Officer
Seattle Public Utilities

STATE OF WASHINGTON)

): ss

COUNTY OF THURSTON)

On this _____ day of _____, 20____, before me personally appeared Roger Millar, known to me as the Secretary of Transportation, State of Washington, Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.

Notary (print name) _____

Notary Public in and for the State of Washington,

residing at _____

My Appointment Expires _____

Attachment C

AFTER RECORDING RETURN TO:

Attention: Pree Carpenter
SEATTLE CITY OF SPU-WTR
700 5TH AVE STE 4900-RPS
PO BOX 34018
SEATTLE WA 98124-4018

Document Title: Easement
Grantor: State of Washington, Department of Transportation
Grantee: City of Seattle, Seattle Public Utilities
Abbreviated Legal Description: Portion of SW 1/2 Section 17, T 23 N, R 5 E, W.M.
Additional Legal Description is on Exhibit A
Assessor's Tax Parcel Number: none

E A S E M E N T

I-405, SR 515 VIC. to N.E. 3rd ST. VIC.

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of Preliminary Engineering Agreement, UT 0225 dated May 5th, 1989; Preliminary Engineering Agreement No. UT 0225 Supplement No. 1 dated December 8th, 1989; Construction Agreement UT 0225 Supplement No. 2 dated October 26, 1990; and Construction Agreement UT 0225 Supplement No. 4 dated March, 22, 2019, hereby conveys and grants unto the CITY OF SEATTLE, a Washington municipal corporation, acting by and through SEATTLE PUBLIC UTILITIES, Grantee, an easement for the installation, operation, maintenance, repair, replacement, enhancement, construction, reconstruction of and addition to underground utilities and utilidors, over, under, across, and upon the following described real property on **Exhibit A** attached hereto, situated in King County, State of Washington.

Subject to all existing encumbrances, including easements, restrictions and reservations, if any, and further subject to the terms and conditions described in **Exhibit B** attached hereto and by this reference made a part hereof.

To the extent authorized under RCW 35.32a.090, the Grantee hereby indemnifies the Grantor.

The Grantee, on behalf of itself and its successors, or assigns, as part consideration herein, does hereby agree to comply with all civil rights and anti-discrimination requirements of chapter 49.60 RCW as to the lands herein conveyed.

The lands herein described are not required exclusively for state highway purposes and are conveyed pursuant to the provisions of RCW 47.12.080.

Dated at Olympia, Washington, this _____ day of _____, 20____.

S T A T E O F W A S H I N G T O N,
D E P A R T M E N T O F T R A N S P O R T A T I O N -
G R A N T O R

Roger Millar, PE, FASCE, FAICP
Secretary of Transportation

APPROVED AS TO FORM:

By: _____
Assistant Attorney General

ACCEPTED AND APPROVED – GRANTEE:
CITY OF SEATTLE, SEATTLE PUBLIC UTILITIES

By _____
Mami Hara
General Manager & Chief Executive Officer
Seattle Public Utilities

STATE OF WASHINGTON)

): ss

COUNTY OF THURSTON)

On this _____ day of _____, 20, before me personally appeared Roger Millar, known to me as the Secretary of Transportation, State of Washington, Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.

Notary (print name) _____

Notary Public in and for the State of Washington,
residing at _____

My Appointment Expires _____

Exhibit "A"

All that portion of the following described TRACTS 1, 2, 3, and 4, being a portion of Plat No. 1 of RENTON CO-OPERATIVE COAL COMPANY'S ACRE TRACTS, according to the plat thereof recorded in Volume 9 of Plats, Page 29, records of King County, Washington; and TOWN OF RENTON, according to the plat thereof recorded in Volume 1 of Plats, Page 135, records of said county; and H. H. Tobin Donation Land Claim No. 37, situate in Sections 17 and 18, Township 23 North, Range 5 East, W.M., in said county, described as follows:

TRACT 1 (*ICN 1-17-15777*)

BEGINNING at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 392+00.50 on the I-405 line survey of I-405, SR 515 VIC. TO N.E. 3RD ST. VIC., and 74.97 feet Southeasterly therefrom; thence Northeasterly along a curve to the right, having a radius of 1544.64 feet, to a point opposite HES 392+63.47 on said line survey and 74.98 feet Southeasterly therefrom; thence Northwesterly to a point opposite HES 392+67.90 on said line survey and 156.44 feet Northwesterly therefrom; thence Northwesterly along a curve to the right, having a radius of 85 feet, a distance of 36.06 feet, to a point opposite HES 392+75.21 on said line survey and 191.30 feet Northwesterly therefrom; thence Northwesterly to a point opposite HES 392+75.29 on said line survey and 191.50 feet Northwesterly therefrom; thence Southwesterly along a curve to the left, having a radius of 121 feet, a distance of 31.39 feet to a point opposite HES 392+47.68 on said line survey and 185.42 feet Northwesterly therefrom; thence Southwesterly to a point opposite HES 392+16.15 on said line survey and 174.33 feet Northwesterly therefrom; thence Southeasterly along a curve to the left, having a radius of 115 feet, a distance of 23.50 feet to a point opposite HES 392+12.89 on said line survey and 151.14 feet Northwesterly therefrom; thence Southeasterly to the point of BEGINNING.

TRACT 2 (*ICN 1-17-15778*)

BEGINNING at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 394+26.21 on the I-405 line survey of I-405, SR 515 VIC. TO N.E. 3RD ST. VIC., and 98.05 feet Northwesterly therefrom; thence Southwesterly to a point opposite HES 393+96.80 on said line survey and 98.95 feet Northwesterly therefrom; thence Southeasterly to a point opposite HES 393+36.55 on said line survey and 74.98 feet Southeasterly therefrom; thence Northeasterly along a curve to the right, having a radius of 1544.64 feet, to a point opposite HES 393+69.96 on said line survey and 74.98 feet Southeasterly therefrom; thence Northwesterly to the point of BEGINNING.

TRACT 3 (*ICN 1-17-15779*)

BEGINNING at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 397+39.45 on the I-405 line survey of I-405, SR 515 VIC. TO N.E. 3RD ST. VIC., and 123.16 feet Northwesterly therefrom; thence Northeasterly to a point opposite HES 398+25.92 on said line survey and 98.63 feet Northwesterly therefrom; thence Westerly along a curve to the left, having a radius of 121 feet, a distance of 73.77 feet to a point opposite HES 397+65.83 on said line survey and 139.44 feet Northwesterly therefrom; thence Southwesterly to a point opposite HES 394+86.03 on said line survey and 164.01 feet Northwesterly therefrom; thence Southeasterly

perpendicular to said line survey to a point opposite said HES and 145.31 feet Northwesterly therefrom; thence Northeasterly to the point of BEGINNING.

TRACT 4 (ICN 1-17-15780)

BEGINNING at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 398+49.99 on the I-405 line survey of I-405, SR 515 VIC. TO N.E. 3RD ST. VIC., and 122.91 feet Northwesterly therefrom; thence Northeasterly to a point opposite HES 398+82.90 on said line survey and 113.56 feet Northwesterly therefrom; thence Northeasterly to a point opposite HES 399+52.22 on said line survey and 129.86 feet Northwesterly therefrom; thence Northeasterly to a point opposite HES 401+14.77 on said line survey and 87.95 feet Northwesterly therefrom; thence Northeasterly along a curve to the left, having a radius of 905 feet, a distance of 40.80 feet to a point opposite HES 401+54.50 on said line survey and 78.66 feet Northwesterly therefrom; thence Southeasterly to a point opposite HES 401+49.73 on said line survey and 56.37 feet Northwesterly therefrom; thence Southwesterly to a point opposite HES 400+68.72 on said line survey and 73.60 feet Northwesterly therefrom; thence Southwesterly to a point opposite HES 399+77.40 on said line survey and 93.01 feet Northwesterly therefrom; thence Southwesterly to a point opposite HES 399+02.60 on said line survey and 76.88 feet Northwesterly therefrom; thence Southwesterly to a point opposite HES 398+52.82 on said line survey and 91 feet Northwesterly therefrom; thence Northeasterly parallel with said line survey to a point opposite HES 398+70.58 thereon; thence Northwesterly along a curve to the left, having a radius of 155 feet, a distance of 44.44 feet to the point of BEGINNING.

The specific details concerning all of which may be found on sheets 9 and 19 of 19 sheets of that certain plan entitled I-405, SR 515 VIC. TO N.E. 3RD ST. VIC., bearing date of approval November 18, 2005, sheet 9 revised July 2, 2019, and sheet 19 revised May 17, 2019, now of record and on file in the Office of the Secretary of Transportation at Olympia, Washington.

EXCEPT, Grantor reserves to itself and its successors and/or assigns, all easement rights of access, light, view, and/or air in the non-exclusive easement herein conveyed to the extent that the easement lies within the state highway right of way; therefore, the Grantee herein, including successors, or assigns, shall have no right of ingress and egress to, from or between I-405 and the lands herein described, nor shall Grantee herein, its successors or assigns, be entitled to compensation for any loss of access, light, view and/or air occasioned by the location, construction, reconstruction, maintenance or operation of said highway. Notwithstanding the above, pursuant to Preliminary Engineering Agreement No. UT 0225 dated May 5, 1989 and Supplements thereto by and between the Grantor and Grantee, the Grantor agrees the Grantee shall have the right of access to its utilidors and shafts across the Grantor's limited access facility through the access points located within or adjacent to Renton streets on each side of and outside of the freeway limited access facility, or from its own lands.

Exhibit "B"

Conditions of Easement

1. Notice to and approval by the State shall be required prior to the commencement of any significant work within the project easement area, within the limits of the highway right of way for other than routine maintenance and emergency repairs. Such approval shall not be unreasonably withheld by the State and shall not require a permit.

2. The City shall have reasonable rights of ingress and egress to the easement area over and across other highway lands by means of roads or lanes thereon, if such there be, otherwise by such practicable route or routes as shall occasion the least damage and inconvenience to the State facility and the users of the highway. However, no routine maintenance will be allowed from the through traffic roadways or ramps within the limited access area. Primary access will be by utilidors, drop shafts and valve vaults. Routine maintenance shall be conducted by these methods within the limited access area.

3. The City shall have the right to install future underground utility facilities of any type or nature within the easement area, including installation of additional or larger diameter transmission pipes within the utilidors, the use of the utilidors, in the easement areas, is for corridor conveyance of underground utilities such as, but not limited to water, power and communications equipment.

All plans, materials and work required to install future utilities outside of the utilidors will be subject to prior approval of the State. Such approval shall not be unreasonably withheld by the State. Approvals will not require permits.

4. The State shall provide the City with plans of future highway improvements within the easement areas so the City may review and comment. The State will make every reasonable effort to accommodate any concerns that the City may have.

Should the planned highway improvements interfere in any way with the City's utility facility, the State will take measures to mitigate such interference in a manner acceptable to the City.

5. The utility facility shall be operated and maintained at the sole cost of the City and without expense to the State.

6. This easement shall be deemed an exclusive one, within the utilidors. Outside of the utilidors, this easement shall not be deemed an exclusive one nor shall the State be prohibited from granting permission to other public or private utilities to occupy portions of the State right of way outside of the utilidors, subject to prior approval by the City, where such uses are not inconsistent with the easement granted to the City across State right of way or the City's present or future use thereof. Provided, however, that before any construction or improvements by any other private or public utility are allowed within said easement area, plans of such will be supplied to the City for written approval prior to commencement of work, such approval shall not be unreasonably

withheld. Any rights granted to any other private or public utility shall be subservient to those of the City.

Should any use permitted by the State become inconsistent with use of the easement area by the City, the City's use shall be paramount and any State issued permits or other allowed uses shall be modified so as not to interfere with the City's use, or if such modification is not possible, be terminated without any cost to the City whatsoever.

7. The State reserves the right to use said easement area for the purposes of construction and normal maintenance on and along I-405 through the end of construction of the "S" Curves Reconstruction; such being the reason for this easement. Further, the State reserves the right to use said easement areas for purposes which will not interfere with the City's full enjoyment of the rights herein granted, provided that the State shall not in the future erect construct any building or structure, or other obstruction on said easement without the written consent of the City. The City shall not unreasonably withhold such consent.

8. The City shall have the right to use such portions or said land adjacent to and along said easement area as may be reasonably necessary in connection with the installation, operation, maintenance, repair, reconstruction, alteration, and replacement of their facilities. The use of adjacent lands to the said easement area shall be subject to review and approval of the State as a normal construction permit. Approval shall not be unreasonably withheld.

9. The City shall pay the State, if applicable, the reasonable amount of actual damages to fences, buildings, private roads and other highway improvements caused by it within the limits of the highway right of way or adjacent thereto used or damaged during the construction or reconstruction of any utility or in the exercise of the right of ingress or egress, if such damage is not reasonably repaired by the City.

10. The State shall pay the City, if applicable, the reasonable amount of actual damage caused by the State to pipes, manholes, roads, and other utility improvements within the limits of the utility easement area, or the area which may be affected by this easement agreement, which is used or damaged during the construction, reconstruction or maintenance of any highway improvement or in the exercise of the right of ingress or egress of the damage is not reasonably repaired by the State.

11. If at any time in the future the State requires the City to move, modify, or relocate their facilities from within the right of way and limits of said easement, all costs of the removal and/or relocation will be the responsibility of the State. In the event of any such relocation or removal of City facilities, the State will convey to the City, acquire on behalf of the City, or, if there is an agreement in writing, to reimburse the City for the cost of a substitute easement adequate to replace this easement or any portion thereof.

12. If the City should decide to remove, replace and/or relocate its utility facilities without being asked to do so by the State, all costs of said removal and/or relocations shall be the responsibility of the City. The City may, at its option, salvage such facilities.

13. The provisions of this utility easement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

14. If the City should abandon the use for which this easement is granted, which is conveyance of utilities such as, but not limited to, water, power, and communications equipment, all easement rights granted shall revert to the State. Provided, such abandonment shall not be deemed to occur prior to 20 years following the City's last use of the easement.

15. The City will be offered first right of refusal for the sale of any State owned parcel within this easement. Once the offer is tendered, the City shall have 30 days in which to respond.

Attachment D

AFTER RECORDING RETURN TO:

Attention: Pree Carpenter
SEATTLE CITY OF SPU-WTR
700 5TH AVE STE 4900-RPS
PO BOX 34018
SEATTLE WA 98124-4018

Document Title: Easement
Reference Number of Related Document:
Grantor: State of Washington, Department of Transportation
Grantee: City of Seattle, Seattle Public Utilities
Abbreviated Legal Description: Portion of SW 1/2 Section 17, T 23 N, R 5 E, W.M.
Additional Legal Description is on Exhibit A
Assessor's Tax Parcel Number: none

E A S E M E N T

SR 405, SR 515 VIC. to N.E. 3rd ST. VIC.

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of Preliminary Engineering Agreement, dated May 5th, 1989; Preliminary Engineering Agreement No. UT 0225 Supplement No. 1 dated December 8th, 1989; Construction Agreement UT 0225 Supplement No. 2 dated October 26, 1990; and Construction Agreement UT 0225 Supplement No. 4 dated March 22, 2019, hereby grants and conveys unto the CITY OF SEATTLE, a Washington municipal corporation, acting by and through SEATTLE PUBLIC UTILITIES, Grantee, an easement for the installation, operation, maintenance, repair, replacement, enhancement, construction, reconstruction of and addition to underground utilities over, under, across, and upon the following described real property on **Exhibit A**, attached hereto, situated in King County, State of Washington.

Subject to all existing encumbrances, including easements, restrictions and reservations, if any, and further subject to the terms and conditions described in **Exhibit B** attached hereto and by this reference made a part hereof.

To the extent authorized under RCW 35.32a.090, the Grantee hereby indemnifies the Grantor.

The Grantee, on behalf of itself and or assigns, as part consideration herein, do hereby agree to comply with all civil rights and anti-discrimination requirements of chapter 49.60 RCW as to the lands herein conveyed.

The lands herein described are not required exclusively for state highway purposes and are conveyed pursuant to the provisions of RCW 47.12.080.

Dated at Olympia, Washington, this _____ day of _____, 20____.

S T A T E O F W A S H I N G T O N,
D E P A R T M E N T O F T R A N S P O R T A T I O N -
G R A N T O R

Roger Millar, PE, FASCE, FAICP
Secretary of Transportation

APPROVED AS TO FORM:

By: _____
Assistant Attorney General

ACCEPTED AND APPROVED – GRANTEE:
CITY OF SEATTLE, SEATTLE PUBLIC UTILITIES

By _____
Mami Hara
General Manager & Chief Executive Officer
Seattle Public Utilities

STATE OF WASHINGTON)

): ss

COUNTY OF THURSTON)

On this _____ day of _____, 20____, before me personally appeared Roger Millar, known to me as the Secretary of Transportation, State of Washington, Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.

Notary (print name) _____

Notary Public in and for the State of Washington,
residing at _____

My Appointment Expires _____.

Exhibit A

All that portion of the following described TRACTS 1-7, Town of Renton, according to the plat thereof recorded in Volume 1 of Plats, page 135, records of King County, Washington; Plat No. 1 of Renton Co-Operative Coal Company's Acre Tracts, according to the plat thereof recorded in Volume 9 of Plats, page 29, records of King County, Washington; and H. H. Tobin Donation Land Claim No. 37 in Township 23 North, Range 5 East, W.M. and described as follows:

TRACT 1 (*ICN 1-17-15782*)

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 393+36.55 on the I-405 line survey of I-405, SR 515 Vic. to N.E. 3rd St. Vic. and 74.98 feet southeasterly therefrom; thence northeasterly parallel with said line survey to a point opposite HES 393+69.96 thereon; thence southeasterly to a point opposite HES 393+48.98 on said line survey and 130.66 feet southeasterly therefrom; thence southerly to a point opposite HES 393+22.13 on said line survey and 147.73 feet southeasterly therefrom; thence northwesterly to a point opposite HES 393+31.53 on said line survey and 124.98 feet southeasterly therefrom; thence southwesterly parallel with said line survey to a point opposite HES 393+16.52 thereon; thence northwesterly to the point of beginning.

TRACT 2 (*ICN 1-17-15783*)

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 392+16.15 on the I-405 line survey of I-405, SR 515 Vic. to N.E. 3rd St. Vic. and 174.33 feet northwesterly therefrom; thence northeasterly to a point opposite HES 392+47.68 on said line survey and 185.42 feet northwesterly therefrom; thence northeasterly along a curve to the right having a radius of 121 feet, an arc distance of 31.39 feet to a point opposite HES 392+75.29 on said line survey and 191.50 feet northwesterly therefrom; thence northwesterly to a point opposite HES 392+90.52 on said line survey and 228.70 feet northwesterly therefrom; thence southwesterly to a point opposite HES 392+40.65 on said line survey and 230.98 feet northwesterly therefrom; thence southeasterly to a point opposite HES 392+26.79 on said line survey and 203.38 feet northwesterly therefrom; thence southeasterly along a curve to the left having a radius of 115 feet, an arc distance of 31.48 feet to the point of beginning.

TRACT 3 (*ICN 1-17-15784*)

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 392+00.50 on the I-405 line survey of I-405, SR 515 Vic. to N.E. 3rd St. Vic. and 74.97 feet southeasterly therefrom; thence northeasterly along a curve to the right having a radius of 1,544.64 feet to a point opposite HES 392+63.47 on said line survey and 74.98 feet southeasterly therefrom; thence southeasterly to a point opposite HES 392+62.44 on said line survey and 124.98 feet southeasterly therefrom; thence southwesterly along a curve to the left having a radius of 1,494.64 feet to a point opposite HES 392+56.80 on said line survey and 124.98 feet southeasterly therefrom; thence continuing southwesterly along said curve to a point opposite HES 391+97.31 on said line survey and 124.97 feet southeasterly therefrom; thence northwesterly to the point of beginning.

TRACT 4 (ICN 1-17-15785)

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 393+55.80 on the I-405 line survey of I-405, SR 515 Vic. to N.E. 3rd St. Vic. and 239.56 feet northwesterly therefrom; thence southerly to a point opposite HES 393+33.39 on said line survey and 222.96 feet northwesterly therefrom; thence northeasterly to a point opposite HES 393+92.26 on said line survey and 196.93 feet northwesterly therefrom; thence northerly to a point opposite HES 394+28.95 on said line survey and 228.78 feet northwesterly therefrom; thence southwesterly to the point of beginning.

TRACT 5 (ICN 1-17-15786)

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 394+28.85 on the I-405 line survey of I-405, SR 515 Vic. to N.E. 3rd St. Vic. and 98 feet northwesterly therefrom; thence northwesterly along a curve to the left having a radius of 155 feet, an arc distance of 5.28 feet to a point opposite HES 394+27.68 on said line survey and 103.13 feet northwesterly therefrom; thence northwesterly along a curve to the left having a radius of 155 feet, an arc distance of 46.52 feet to a point opposite HES 394+10.96 on said line survey and 145.84 feet northwesterly therefrom; thence southeasterly to a point opposite HES 393+96.80 on said line survey and 98.95 feet northwesterly therefrom; thence northeasterly to a point opposite HES 394+26.21 on said line survey and 98.05 feet northwesterly therefrom, thence northeasterly to the point of beginning.

TRACT 6 (ICN 1-17-15787)

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) HES 394+54.42 on the I-405 line survey of I-405, SR 515 Vic. to N.E. 3rd St. Vic. and 201.25 feet northwesterly therefrom; thence westerly to a point opposite HES 394+34.27 on said line survey 229.81 feet northwesterly therefrom; thence northwesterly to a point opposite HES 394+42.78 on said line survey and 262.49 feet northwesterly therefrom; thence northerly along a curve to the right having a radius of 115 feet, an arc distance of 69.93 feet to a point opposite HES 394+74.91 on said line survey and 319.97 feet northwesterly therefrom; thence northerly to a point opposite HES 394+75.56 on said line survey and 320.61 feet northwesterly therefrom; thence northeasterly to a point opposite HES 395+01.86 on said line survey and 307.89 feet northwesterly therefrom; thence southerly to a point opposite HES 394+91.12 on said line survey and 297 feet northwesterly therefrom; thence southerly along a curve to the left having a radius of 85 feet, an arc distance of 40.19 feet to a point opposite HES 394+70.94 on said line survey and 264.99 feet northwesterly therefrom; thence continuing along said curve to a point opposite HES 394+67.64 on said line survey and 254.16 feet northwesterly therefrom; thence southeasterly to the point of beginning.

TRACT 7 (ICN 1-17-15788)

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 398+52.82 on the I-405 line survey of I-405, SR 515 Vic. to N.E. 3rd St. Vic. and 91.00 feet northwesterly therefrom; thence northeasterly parallel with said line survey to a point opposite HES 398+70.58 thereon; thence northwesterly along a curve to the left having a radius of 155 feet, an arc distance of 44.44 feet to a point opposite HES 398+49.99 on said line survey and 122.91 feet northwesterly therefrom; thence southwesterly to a point opposite HES 397+44.34 on said line survey and 152.94 feet northwesterly therefrom; thence southwesterly to a point opposite HES 394+71.38 on said line survey and 178.09 feet northwesterly therefrom; thence easterly to a point

opposite HES 394+86.03 on said line survey and 164.01 feet northwesterly therefrom; thence northeasterly to a point opposite HES 397+65.83 on said line survey and 139.44 feet northwesterly therefrom; thence easterly along a curve to the right having a radius of 121 feet, an arc distance of 73.77 feet to a point opposite HES 398+25.92 on said line survey and 98.63 feet northwesterly therefrom; thence southeasterly, continuing along said curve to the right, an arc distance of 9.45 feet to a point opposite HES 398+31.48 on said line survey and 91 feet northwesterly therefrom; thence northeasterly parallel with said line survey to the point of beginning.

The specific details concerning all of which may be found on sheets 9 and 19 of 19 sheets of that certain plan entitled I-405, SR 515 VIC. TO N.E. 3RD ST. VIC., bearing date of approval November 18, 2005, sheet 9 revised July 2, 2019, and sheet 19 revised May 17, 2019, now of record and on file in the Office of the Secretary of Transportation at Olympia, Washington.

EXCEPT, Grantor reserves to itself and its successors and/or assigns, all easement rights of access, light, view and/or air in the property herein conveyed to the extent that the property abuts the state highway right of way; therefor the Grantee herein, including successors or assigns, shall have no right of ingress or egress to, from or between I-405 and the lands herein described, nor shall Grantee herein, its successors or assigns, be entitled to compensation for any loss of access, light, view and/or air occasioned by the location, construction, reconstruction, maintenance or operation of said highway. Notwithstanding the above, pursuant to Preliminary Engineering Agreement No. UT 0225 dated May 5, 1989 and Supplements thereto by and between the Grantor and Grantee, the Grantor agrees the Grantee shall have the right of access to its facilities from the easement areas herein conveyed.

Exhibit B

Conditions of Easement

1. Notice to and approval by the State shall be required prior to the commencement of any significant work within the project easement area, within the limits of the highway right of way for other than routine maintenance and emergency repairs. Such approval shall not be unreasonably withheld by the State and shall not require a permit.

2. The City shall have reasonable rights of ingress and egress to the easement area over and across other highway lands by means of roads or lanes thereon, if such there be, otherwise by such practicable route or routes as shall occasion the least damage and inconvenience to the State facility and the users of the highway. However, no routine maintenance will be allowed from the through traffic roadways or ramps within the limited access area. Primary access will be by utilidors, drop shafts and valve vaults. Routine maintenance shall be conducted by these methods within the limited access area.

3. The City shall have the right to install future underground utility facilities of any type or nature within the easement area, including installation of additional or larger diameter transmission pipes within the utilidors, the use of the utilidors, in the easement areas, is for corridor conveyance of underground utilities such as, but not limited to water, power and communications equipment.

All plans, materials and work required to install future utilities outside of the utilidors will be subject to prior approval of the State. Such approval shall not be unreasonably withheld by the State. Approvals will not require permits.

4. The State shall provide the City with plans of future highway improvements within the easement areas so the City may review and comment. The State will make every reasonable effort to accommodate any concerns that the City may have.

Should the planned highway improvements interfere in any way with the City's utility facility, the State will take measures to mitigate such interference in a manner acceptable to the City.

5. The utility facility shall be operated and maintained at the sole cost of the City and without expense to the State.

6. This easement shall be deemed an exclusive one, within the utilidors. Outside of the utilidors, this easement shall not be deemed an exclusive one nor shall the State be prohibited from granting permission to other public or private utilities to occupy portions of the State right of way outside of the utilidors, subject to prior approval by the City, where such uses are not inconsistent with the easement granted to the City across State right of way or the City's present or future use thereof. Provided, however, that before any construction or improvements by any other private or public utility are allowed within said easement area, plans of such will be supplied to the City for written approval prior to commencement of work, such approval shall not be unreasonably

withheld. Any rights granted to any other private or public utility shall be subservient to those of the City.

Should any use permitted by the State become inconsistent with use of the easement area by the City, the City's use shall be paramount and any State issued permits or other allowed uses shall be modified so as not to interfere with the City's use, or if such modification is not possible, be terminated without any cost to the City whatsoever.

7. The State reserves the right to use said easement area for the purposes of construction and normal maintenance on and along I-405 through the end of construction of the "S" Curves Reconstruction; such being the reason for this easement. Further, the State reserves the right to use said easement areas for purposes which will not interfere with the City's full enjoyment of the rights herein granted, provided that the State shall not in the future erect construct any building or structure, or other obstruction on said easement without the written consent of the City. The City shall not unreasonably withhold such consent.

8. The City shall have the right to use such portions or said land adjacent to and along said easement area as may be reasonably necessary in connection with the installation, operation, maintenance, repair, reconstruction, alteration, and replacement of their facilities. The use of adjacent lands to the said easement area shall be subject to review and approval of the State as a normal construction permit. Approval shall not be unreasonably withheld.

9. The City shall pay the State, if applicable, the reasonable amount of actual damages to fences, buildings, private roads and other highway improvements caused by it within the limits of the highway right of way or adjacent thereto used or damaged during the construction or reconstruction of any utility or in the exercise of the right of ingress or egress, if such damage is not reasonably repaired by the City.

10. The State shall pay the City, if applicable, the reasonable amount of actual damage caused by the State to pipes, manholes, roads, and other utility improvements within the limits of the utility easement area, or the area which may be affected by this easement agreement, which is used or damaged during the construction, reconstruction or maintenance of any highway improvement or in the exercise of the right of ingress or egress of the damage is not reasonably repaired by the State.

11. If at any time in the future the State requires the City to move, modify, or relocate their facilities from within the right of way and limits of said easement, all costs of the removal and/or relocation will be the responsibility of the State. In the event of any such relocation or removal of City facilities, the State will convey to the City, acquire on behalf of the City, or, if there is an agreement in writing, to reimburse the City for the cost of a substitute easement adequate to replace this easement or any portion thereof.

12. If the City should decide to remove, replace and/or relocate its utility facilities without being asked to do so by the State, all costs of said removal and/or relocations shall be the responsibility of the City. The City may, at its option, salvage such facilities.

13. The provisions of this utility easement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

14. If the City should abandon the use for which this easement is granted, which is conveyance of utilities such as, but not limited to, water, power, and communications equipment, all easement rights granted shall revert to the State. Provided, such abandonment shall not be deemed to occur prior to 20 years following the City's last use of the easement.

15. The City will be offered first right of refusal for the sale of any State owned parcel within this easement. Once the offer is tendered, the City shall have 30 days in which to respond.

Attachment E

AFTER RECORDING RETURN DOCUMENT TO:

Attention: Pree Carpenter
SEATTLE CITY OF SPU-WTR
700 5TH AVE STE 4900-RPS
PO BOX 34018
SEATTLE WA 98124-4018

Document Title: Easement
Reference Number of Related Document: 9008161557 & 9008161558
Grantor: State of Washington, Department of Transportation
Grantee: City of Seattle, Seattle Public Utilities
Abbreviated Legal Description: Portion of SW 1/2 Section 17, T 23 N, R 5 E, W.M.
Additional Legal Description is on Exhibit A
Assessor's Tax Parcel Number: none

E A S E M E N T

I-405, SR 515 VIC. to N.E. 3rd ST. VIC.

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of and in accordance with the following agreements of the parties entitled Preliminary Engineering Agreement dated May 5th, 1989; Preliminary Engineering Agreement No. UT 0225 Supplement No. 1 dated December 8, 1989; Construction Agreement UT 0225 Supplement No. 2 dated October 26, 1990; Construction Agreement UT 0225 Supplement No. 4 dated March 22, 2019, hereby grants and conveys unto the CITY OF SEATTLE, a Washington municipal corporation, acting by and through SEATTLE PUBLIC UTILITIES, Grantee, all of Grantor's right, title, and interest in and to those certain easements described in instruments recorded August 16, 1990 under Instrument No. 9008161557 and Instrument No. 9008161558, records of King County Recorder's office, State of Washington over, under, upon and across the lands described in Exhibit A therein for the purpose of construction and maintaining subterranean tieback anchors, encased in PVC sheathing, with grout around the exteriors to fill the voids. The anchors are tied to the valve vaults for the Grantee's Cedar River Pipeline as more fully set out in said instruments. The easements lie within the real

property as described on **Exhibit A** attached hereto, situated in King County, State of Washington.

To the extent authorized under RCW 35.32a.090, the Grantee hereby indemnifies the Grantor.

The Grantee, on behalf of itself and its successors, or assigns, as part consideration herein, does hereby agree to comply with all civil rights and anti-discrimination requirements of chapter 49.60 RCW as to the lands herein conveyed.

The lands herein described are not required exclusively for state highway purposes and are conveyed pursuant to the provisions of RCW 47.12.080.

Dated at Olympia, Washington, this _____ day of _____, 20____.

S T A T E O F W A S H I N G T O N,
D E P A R T M E N T O F T R A N S P O R T A T I O N

Roger Millar, PE, FASCE, FAICP
Secretary of Transportation

APPROVED AS TO FORM:

By: _____
Assistant Attorney General

ACCEPTED AND APPROVED – GRANTEE:
CITY OF SEATTLE, SEATTLE PUBLIC UTILITIES

By _____
Mami Hara
General Manager & Chief Executive Officer
Seattle Public Utilities

STATE OF WASHINGTON)

): ss

COUNTY OF THURSTON)

On this _____ day of _____, 20____, before me personally appeared Roger Millar, known to me as the Secretary of Transportation, State of Washington, Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.

Notary (print name) _____

Notary Public in and for the State of Washington,
residing at _____

My Appointment Expires _____

EXHIBIT A

I.C. No. 1-17-15781

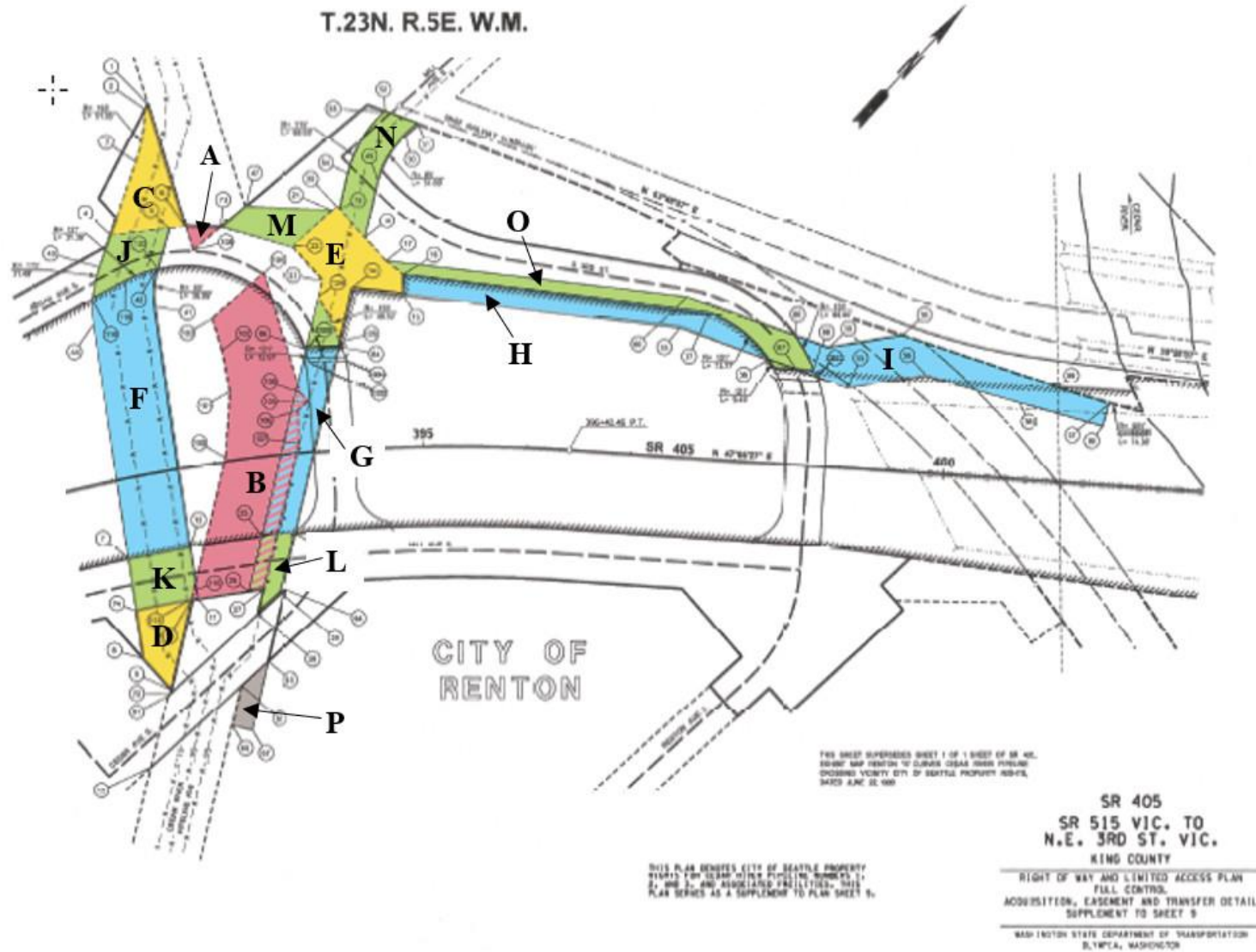
All that portion of Plat No. 1 of Renton Co-Operative Coal Company's Acre Tracts, according to the plat thereof recorded in Volume 9 of Plats, page 29, records of King County, Washington, described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 392+93.32 on the I-405 line survey of I-405, SR 515 VIC. TO N.E. 3RD ST. VIC. and 213.03 feet Southeasterly therefrom; thence Southeasterly to a point opposite HES 392+76.57 on said line survey and 248.22 feet Southeasterly therefrom; thence Northeasterly to a point opposite HES 392+98.71 on said line survey and 255.79 feet Southeasterly therefrom; thence Northwesterly to a point opposite 393+26.74 on said line survey and 193.39 feet Southeasterly therefrom; thence Southerly to the point of beginning.

The specific details concerning all of which may be found on sheets 9 and 19 of 19 sheets of that certain plan entitled I-405, SR 515 VIC. TO N.E. 3RD ST. VIC., bearing date of approval November 18, 2005, sheet 9 revised July 2, 2019, and sheet 19 revised May 17, 2019, now of record and on file in the Office of the Secretary of Transportation at Olympia, Washington.

Subject to all existing encumbrances, including easements, restrictions and reservations, if any.

Attachment F



SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Public Utilities	Eugene Mantchev/4-04335	Akshay Iyengar/4-0716

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

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to Seattle Public Utilities; relating to certain properties in the city of Renton at the intersection of Interstate 405 and Seattle Public Utilities' (SPU) Cedar River Pipelines right-of-way; declaring certain property rights surplus to the needs of SPU; authorizing the General Manager and Chief Executive Officer of SPU to execute and deliver a Quit Claim Deed to the Washington State Department of Transportation and to accept a Quit Claim Deed and three easements from the State of Washington as consideration for the release of the surplus property rights, all as necessary for the relocation of SPU's Cedar River water transmission pipelines in conjunction with the State's construction of the I-405 Renton "S" Curves project; all located in the SE quarter of the NW quarter of the SW quarter of Section 17, Township 23, Range 5 East, W.M., King County, Washington; and ratifying and confirming certain prior acts.

Summary and background of the Legislation:

This ordinance would authorize the Seattle Public Utilities General Manager/CEO to Quit Claim parts of the original SPU pipeline right-of-way to the Washington State Department of Transportation (WSDOT) and to accept from WSDOT a Quit Claim Deed for other properties nearby, and three (3) easements, all necessary to relocate the City's Cedar River water transmission pipelines in conjunction with the State's construction of the Interstate-405 Renton S-Curves project.

In 1989 WSDOT straightened the I-405 freeway at the Renton S-curves, just east of downtown Renton. One reason for the sharp bends in the freeway alignment was the existence of three large diameter SPU water pipelines which cross I-405. The pipelines predate the freeway and were originally installed in SPU fee-owned right-of-way in the early 1900s. Straightening the S-curves required relocating the pipelines onto a new alignment. The relocation was completed in 1993. SPU has no property rights at the new pipeline locations. However, it does own property under the freeway. The agreement with WSDOT contemplated a property rights exchange between SPU and WSDOT whereby SPU will give up land on which SPU facilities no longer exist, and WSDOT will grant SPU a combination of fee owned land and strong protective easements to cover SPU facilities at their new locations.

2. CAPITAL IMPROVEMENT PROGRAM

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

☐ Yes ☒ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget?

☐ Yes ☒ No

Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

This legislation will protect City property rights and the Cedar River Pipelines at their crossing of I-405 in Renton. It will avoid the high costs of pipeline relocation if such is necessitated by future freeway expansion or modification project.

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

Not implementing the legislation would be problematic as some of its provisions are required by State Law.

If legislation is not implemented, the Cedar River Pipelines will be vulnerable to demand for relocation at the City's cost.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

No.

b. Is a public hearing required for this legislation?

Yes. The public hearing would be held at the time of Council committee meeting, preceding the committee meeting itself.

c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?

No.

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

No. Notice to the public of the public hearing on the property rights exchange would be given through the regular publishing of Council committee meetings schedules and corresponding agendas.

e. Does this legislation affect a piece of property?

Yes, ownership of several pieces of property and easements rights thereon are involved. Location map attached to Fiscal Note.

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

There does not appear to be any such implication.

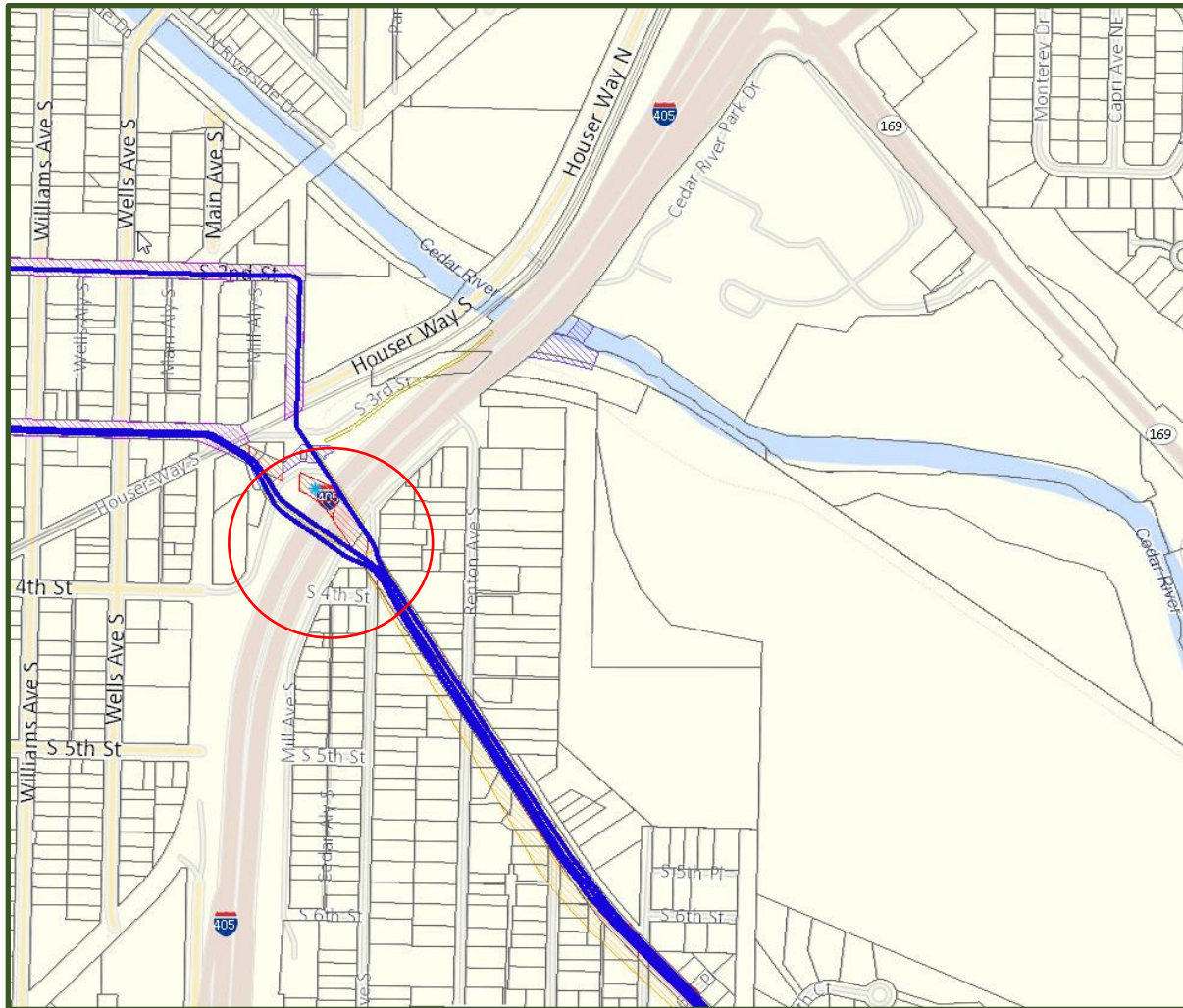
- g. If this legislation includes a new initiative or a major programmatic expansion:
What are the specific long-term and measurable goal(s) of the program? How will
this legislation help achieve the program's desired goal(s)?**

No new initiative or major program expansion are proposed.

List attachments/exhibits below:

Summary Exhibit 1 – Vicinity Map

EXHIBIT 1 – Vicinity Map

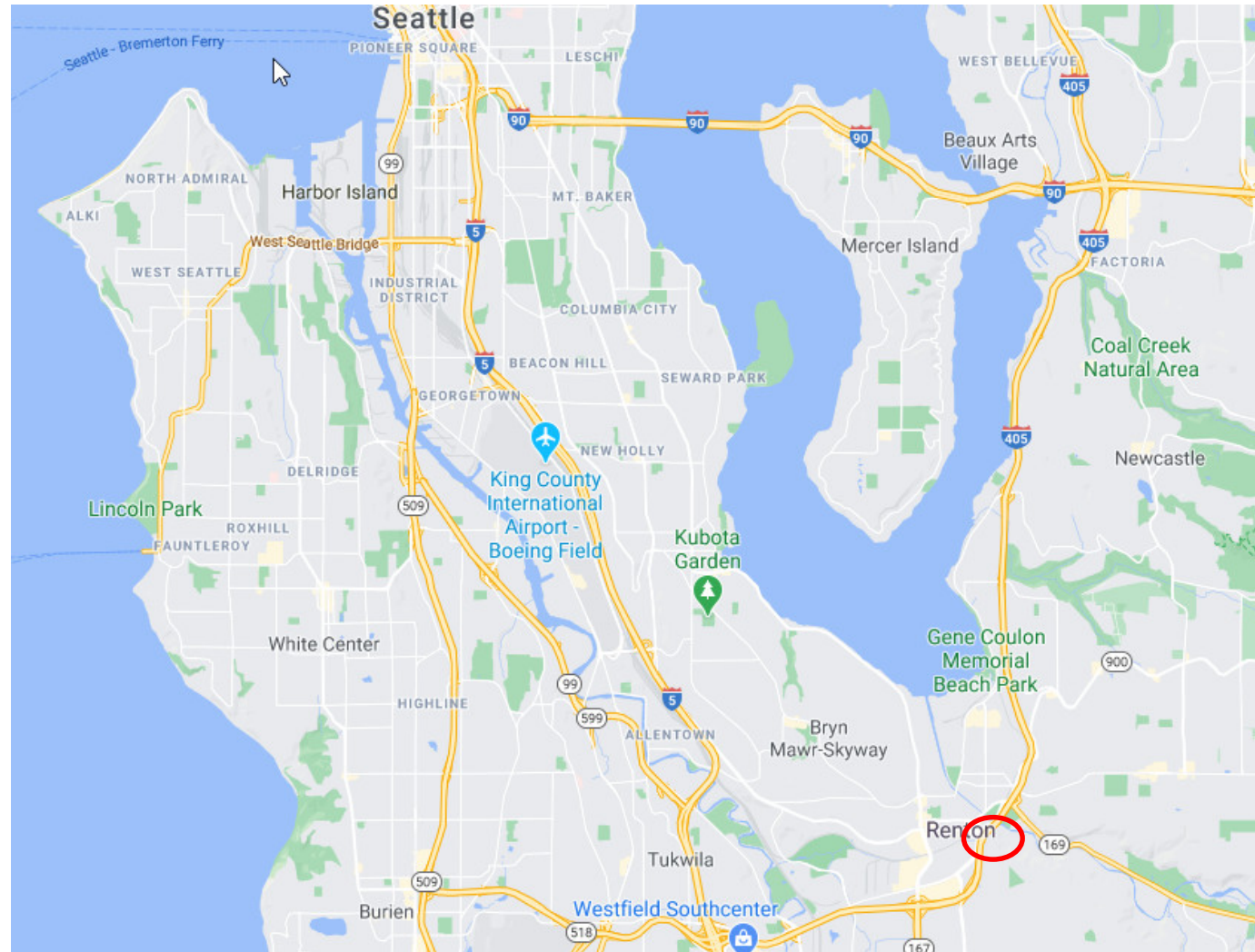


SPU – WA State DOT Property Rights Exchange

SPU Pipelines Right of Way at I-405

December 2nd, 2020

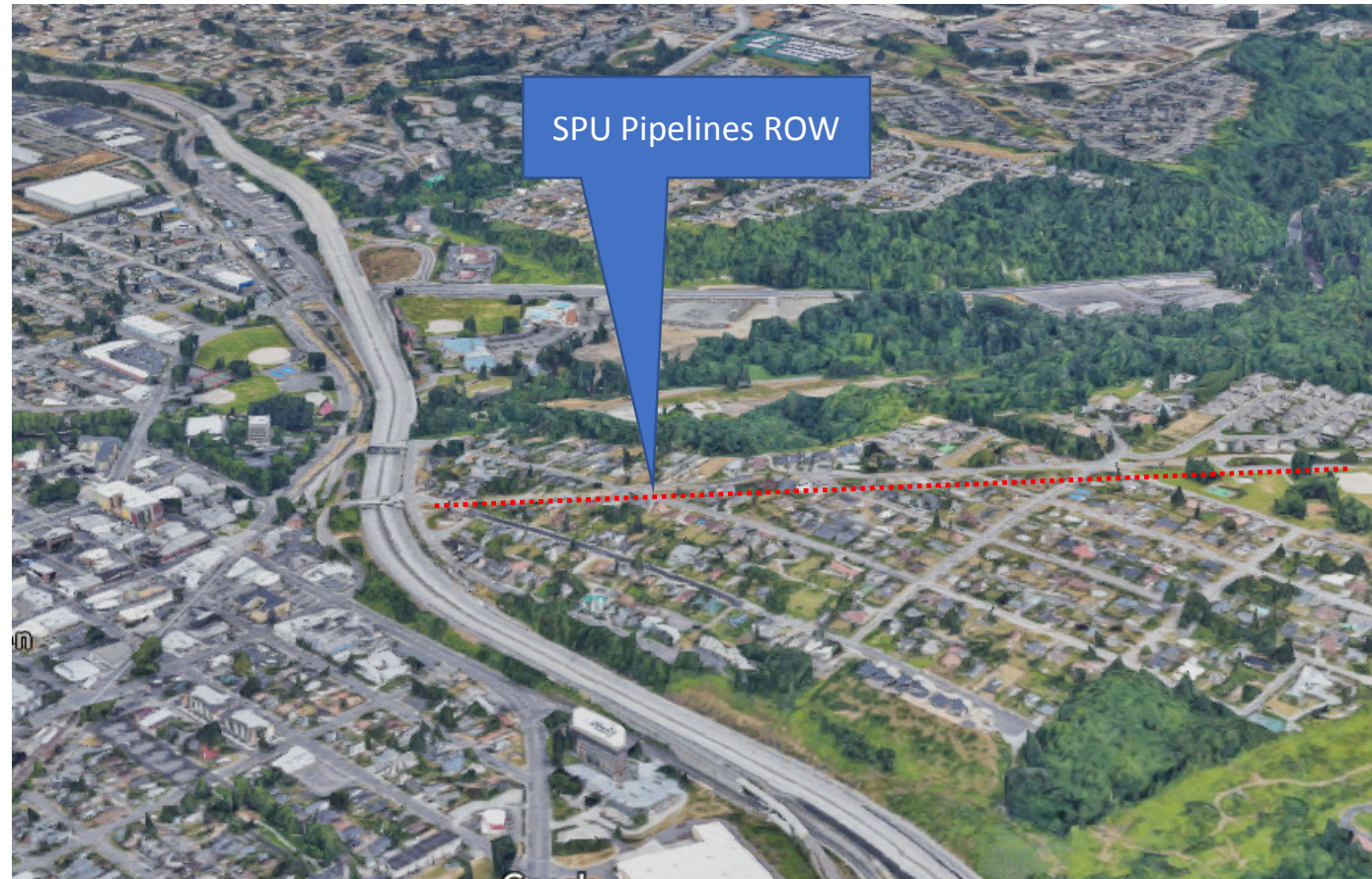
Area of Interest - I-405 at Renton S-curves



What Triggered the Need for Change

- In 1989 Washington DOT initiated a project to straighten Interstate 405 in Renton at the so-called Renton S-curves
- SPU's Cedar River Pipelines right of way crosses I-405 diagonally near the S-curves
- Straightening the S-curves required cutting into the hillside thereby affecting three large diameter water transmission pipelines which used to follow the original terrain

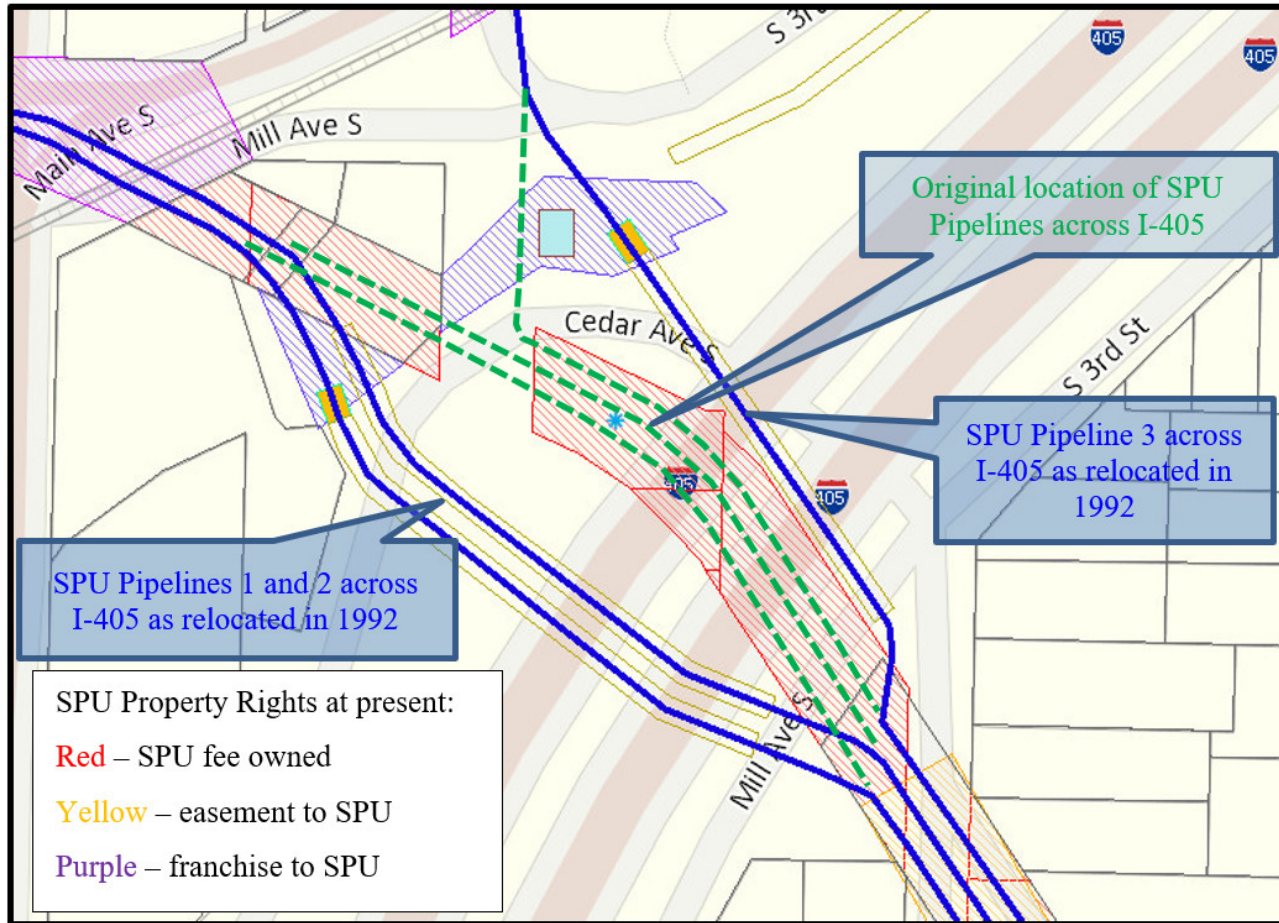
The I-405 S-curves - Before and After



The 1989 Seattle - WS DOT Agreement

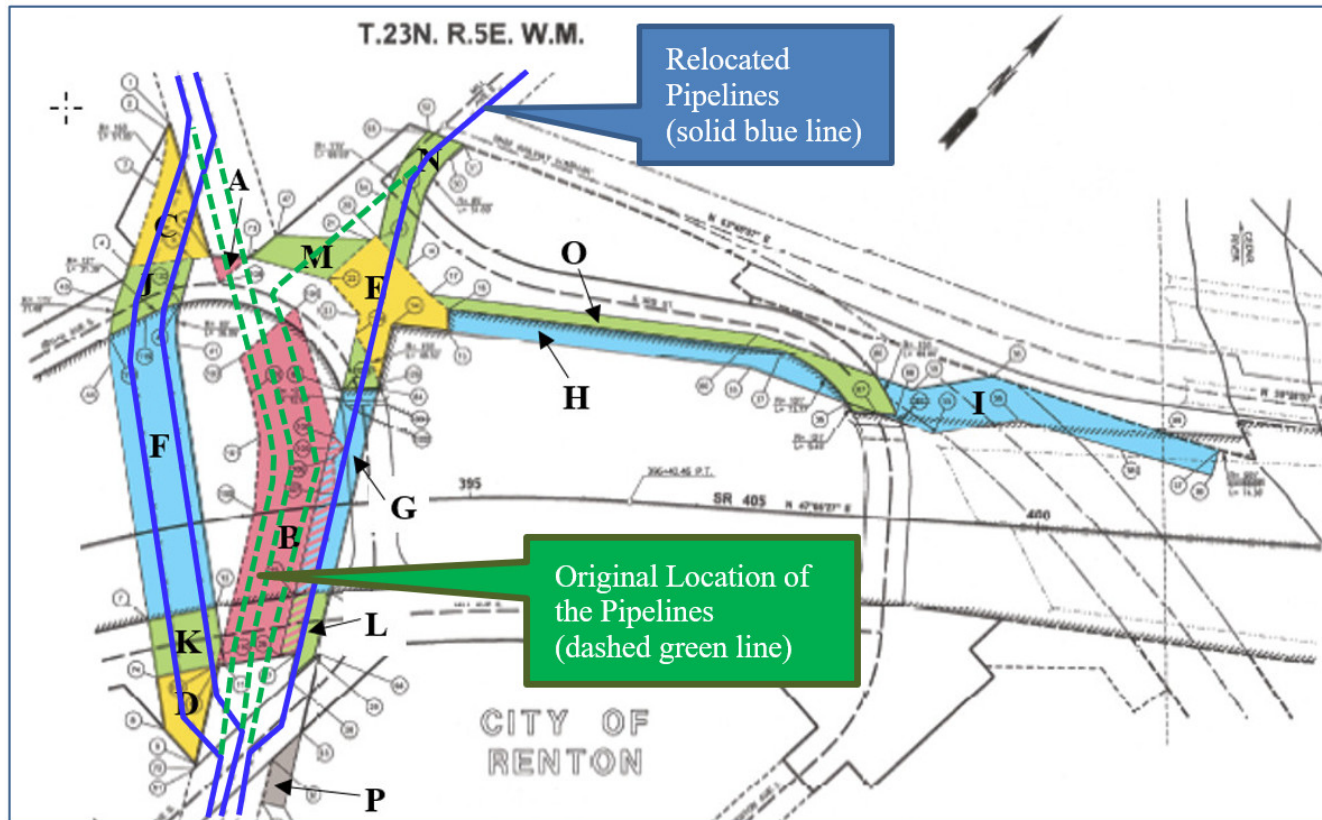
- Seattle owned its pipelines right of way in fee
- Therefore, WS DOT agreed to relocate the pipelines at its cost
- Seattle agreed to transfer fee ownership along the original pipeline location
- WS DOT agreed to grant SPU strong protective easements along the new pipeline location
- WS DOT agreed to transfer fee ownership of some adjacent land
- Real property exchange to be at no cost to both parties

SPU Property rights at Present



- In 1992 the relocated pipelines came on line
- Real property rights exchange is complex
- Work on it stalled after the project was built
- Work restarted in 2006-2007 but still not completed
- SPU owns land under I-405 but has no rights along the relocated pipelines

The Exchange for Your Legislative Approval



- **RED** – fee from City to State
- **YELLOW** – fee from State to City
- **BLUE** and **GREEN** – easements from State to City
- **BROWN** – transfer of underground tiebacks easement from State to City

Questions and Discussion



Legislation Text

File #: CB 119958, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to the Cedar River Watershed; authorizing two years of ecological thinning, in accordance with the Cedar River Watershed Habitat Conservation Plan, in Sections 8 and 9, Township 22, North, Range 8, East, W.M., Sections 3, 4, and 10, Township 21, North, Range 10, East, W.M., and Section 33, Township 22, North, Range 10, East, W.M.; declaring the logs resulting from ecological thinning to be surplus to the City's needs; authorizing the sale of such logs pursuant to applicable City contracting and surplus property sale procedures; and directing deposit of the proceeds therefrom to the Water Fund for the purposes of the Habitat Conservation Plan implementation.

WHEREAS, in 1999, following several years of technical studies, negotiations with federal and state agencies, and review by public groups and individuals, the City Council adopted Resolution 29977, authorizing the Mayor to submit the Final Habitat Conservation Plan (HCP) and other related documents for federal review and issuance of an "incidental take permit" under the federal Endangered Species Act, and to execute, on behalf of The City of Seattle ("City"), the HCP and related agreements, which together establish the City's long-term commitments regarding watershed habitat protection and mitigation for impacts resulting from the presence and operation of certain City-owned facilities; and

WHEREAS, the HCP describes the City's planned forest management practices, including the use of ecological thinning on 2,000 acres of second-growth forests to accelerate development of old-growth conditions, improve habitat for species dependent on older forest, and control risks of catastrophic events in certain existing densely stocked second-growth stands; and

WHEREAS, in 2000, the City received the incidental take permit and executed the HCP and related agreements; and

WHEREAS, in 2002, the City Council passed Ordinance 121040, which clarifies certain differences between

the forest management policies contained in the Secondary Use Policies (adopted by Ordinance 114632) and those contained in the HCP; prohibits the harvesting of trees for commercial purposes on City-owned land within the Watershed; authorizes the cutting of trees for certain limited non-commercial reasons, including ecological thinning; provides limited authority for the sale of logs resulting from such non-commercial cutting; and dedicates the proceeds from such sales for the purpose of offsetting the costs of the HCP; and

WHEREAS, in 2002 and 2005, the City Council passed Ordinances 121039 and 121793, authorizing two ecological thinning projects under the HCP, which were completed in 2003 and 2008, respectively; and

WHEREAS, in 2012, the City Council passed Ordinance 124068, which provided authority for ecological thinning projects over a five-year period (2013-2017) under the HCP, and those projects were completed in 2017; and

WHEREAS, in 2015, the City Council passed Ordinance 124853, which provided authority for ecological thinning projects over a five-year period (2015-2020) under the HCP, and those projects were planned to be completed in 2020; and

WHEREAS, Seattle Public Utilities designed ecological thinning projects to meet HCP commitments located in Sections 8 and 9, Township 22, North, Range 8, East, W.M.; Sections 3, 4, and 10, Township 21, North, Range 10, East, W.M.; and Section 33, Township 22, North, Range 10, East, W.M., that were scheduled to receive ecological thinning on approximately 225 acres and result in up to 3,000,000 board feet of merchantable logs from among the vegetation that would be cut in 2020; and

WHEREAS, these ecological thinning projects will not be implemented in 2020 due to the COVID-19 pandemic and unfavorable market conditions, and are recommended to receive ecological thinning treatment in 2021 and 2022; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The General Manager/CEO of Seattle Public Utilities is hereby authorized to contract,

pursuant to applicable City contracting or surplus property sale procedures, for the service of ecological thinning of second-growth forest stands located in Sections 8 and 9, Township 22, North, Range 8, East, W.M.; Sections 3, 4 and 10, Township 21, North, Range 10, East, W.M.; and Section 33, Township 22, North, Range 10, East, W.M., and consisting of approximately 225 acres of second-growth forest that will receive ecological thinning treatment under the principles and procedures described in the Cedar River Watershed Habitat Conservation Plan (HCP), which contract may provide for the sale and removal of merchantable logs down as a result of ecological thinning. The General Manager/CEO of Seattle Public Utilities shall, no later than March 31 of each year, submit to the Mayor and City Council a report for the previous calendar year describing the timber volumes sold and the proceeds derived from sales authorized by this section, an estimate on what tree cutting is anticipated in the next year, and an analysis of the cumulative effects of these projects. A public hearing having been held, the logs resulting from ecological thinning authorized by this ordinance are hereby declared to be surplus to The City of Seattle's ("City") needs. The General Manager/CEO of Seattle Public Utilities is further authorized to conduct all related monitoring, surveys, and other such activities as may be required by the City's commitments in the HCP and by applicable permit requirements.

Section 2. All proceeds from the sale of logs authorized by Section 1 of this ordinance shall be deposited in the Water Fund (43000) and further dedicated for the exclusive purpose of offsetting the costs of implementing the HCP, including the projects, programs, and activities described in the HCP documents and those that educate the public about them.

Section 3. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2020, and signed by
me in open session in authentication of its passage this _____ day of _____, 2020.

President _____ of the City Council

Approved by me this _____ day of _____, 2020.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2020.

Monica Martinez Simmons, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Public Utilities	Regina Carpenter/6-0836	Akshay Iyengar /4-0716

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to the Cedar River Watershed; authorizing two years of ecological thinning, in accordance with the Cedar River Watershed Habitat Conservation Plan, Sections 8 and 9, Township 22, North, Range 8, East, W.M., Sections 3, 4, and 10, Township 21, North, Range 10, East, W.M., and Section 33, Township 22, North, Range 10, East, W.M.; declaring the logs resulting from ecological thinning to be surplus to the City's needs; authorizing the sale of such logs pursuant to applicable City contracting and surplus property sale procedures; and directing deposit of the proceeds therefrom to the Water Fund for the purposes of the Habitat Conservation Plan implementation.

Summary and background of the Legislation: This ordinance would authorize the sale of surplus timber from ecological thinning conducted under the Cedar River Watershed Habitat Conservation Plan (HCP). The Cedar River Watershed HCP is a 50-year, ecosystem-based plan prepared under the Endangered Species Act to address declining populations of salmon, steelhead and other fish and wildlife in the Cedar River basin.

The ecological thinning would occur from 2021-2022 and involve approximately 225 acres of second-growth forest. The purpose of the project is to improve forest habitat and biodiversity by reducing forest density, creating canopy gaps, and planting additional tree and shrub species. Up to 3,000,000 board feet of merchantable logs are expected to be cut. The ordinance would declare these logs to be surplus, authorize their sale, and direct the deposit of the sale proceeds to the Water Fund to offset costs of the HCP.

The City in 2002 adopted Ordinance 121040, prohibiting commercial timber harvest in the watershed and authorizing limited, non-commercial timber harvesting, including ecological thinning, to make forest habitat improvements. The ordinance allows the sale of merchantable logs up to 250,000 board feet without additional ordinance authority, provided the proceeds be deposited in the Water Fund and dedicated to offsetting the costs of implementing the HCP. Ordinance 124853 authorized surplus log sales from ecological thinning projects implemented from 2016-2020. The changed work environment under the COVID-19 conditions and the log-market uncertainty prevented SPU from securing an implementation contract and completing the work before the end of 2020. This ordinance seeks authority for additional two years (2021-2022) to implement ecological thinning and associated sale of surplus timber, previously approved under Ordinance 124853, to support efficient project planning and implementation to meet ecological objectives and HCP commitments.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ☒ Yes ☐ No

Appropriation change (\$):	General Fund \$		Other \$	
	2020	2021	2020	2021
Estimated revenue change (\$):	Revenue to General Fund		Revenue to Other Funds	
	2020	2021	2020	2021
				\$100,000
Positions affected:	No. of Positions		Total FTE Change	
	2020	2021	2020	2021

Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

Other Non-Operating Revenue (408000) for the Water Fund (43000) is estimated to increase \$10,000-\$200,000 each year for 2021 and 2022. The estimate for 2021 is reflected in the table above.

While difficult to quantify a financial benefit, this legislation supports the long-term forest restoration program in the Cedar River Municipal Watershed by improving complex habitat development and forest resilience.

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

Not implementing the legislation would impair multi-year plans for ecological thinning, which is an important element of the forest restoration commitments the City made in the HCP. Multi-party agreements associated with the HCP provide the City with certainty on several key issues related to its water supply operations on the Cedar River. Failure to meet HCP commitments, such as ecological thinning, would put us out of compliance with the permit conditions and may have ecological and financial costs. Finally, without this legislation SPU would lose the opportunity to receive potential revenue from sale of surplus logs to offset HCP costs.

3.a. Appropriations

 This legislation adds, changes, or deletes appropriations.

Fund Name and number	Dept	Budget Control Level Name/##	2020 Appropriation Change	2021 Estimated Appropriation Change
TOTAL				

Is this change one-time or ongoing?

N/A

Appropriations Notes:

Appropriations in the 2021-2022 spending plan cover SPU operating costs of this program. Costs are approximately \$80,000 annually with labor averaging 85% and non-labor averaging 15% of the expenditures and include project planning, permitting, contract administration and compliance monitoring. The specific activity is C100027, in the Water Fund's Habitat Conservation Plan sub-BCL (C160). The ecological thinning contracts to implement the projects include tree felling, log yarding to roads and log transportation. While not applied as an expense reduction by accounting, contract costs are fully offset by revenues from the sale of surplus timber. Ecological thinning conducted pursuant to this ordinance would begin in early 2021 and continue through the fall of 2022.

3.b. Revenues/Reimbursements

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

If this box is checked, please complete this section. If this box is not checked, please proceed to Positions.

Anticipated Revenue/Reimbursement Resulting from this Legislation:

Fund Name and Number	Dept	Revenue Source	2020 Revenue	2021 Estimated Revenue
Water Fund 43000	SPU	408000 - Other Non-Operating Revenue	\$ 0	\$100,000
TOTAL			\$ 0	\$100,000

Is this change one-time or ongoing?

Ecological Thinning is an ongoing program over the 50-year life of the HCP. The sale of surplus logs depends on the strategic approach of using forest thinning to meet the goals of the HCP and local and market conditions that change from year to year. This legislation covers 2021-2022.

Revenue/Reimbursement Notes: SPU estimates up to 3,000,000 board feet of merchantable logs will be declared surplus and sold because of ecological thinning from 2021-2022. Proceeds from the sales will depend on timber quality and volume at each site as well as bids received and

market conditions at the time of implementation. Proceeds from the sale of these logs could range from \$10,000 to over \$200,000 per year, after logging costs, depending on the factors just mentioned. All timber revenues will be deposited into the Water Fund, and while they are not applied as an expense reduction, they offset costs of HCP implementation.

4. OTHER IMPLICATIONS

- a. **Does this legislation affect any departments besides the originating department?**

No

- b. **Is a public hearing required for this legislation?**

Yes, given that this ordinance would authorize the sale of surplus property with potential value exceeding \$50,000 (per RCW 39.33.020). Public hearings have been and will be held for all ecological thinning ordinances requesting to sell timber as surplus property.

- c. **Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?**

No

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

Yes

- e. **Does this legislation affect a piece of property?**

Yes.

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

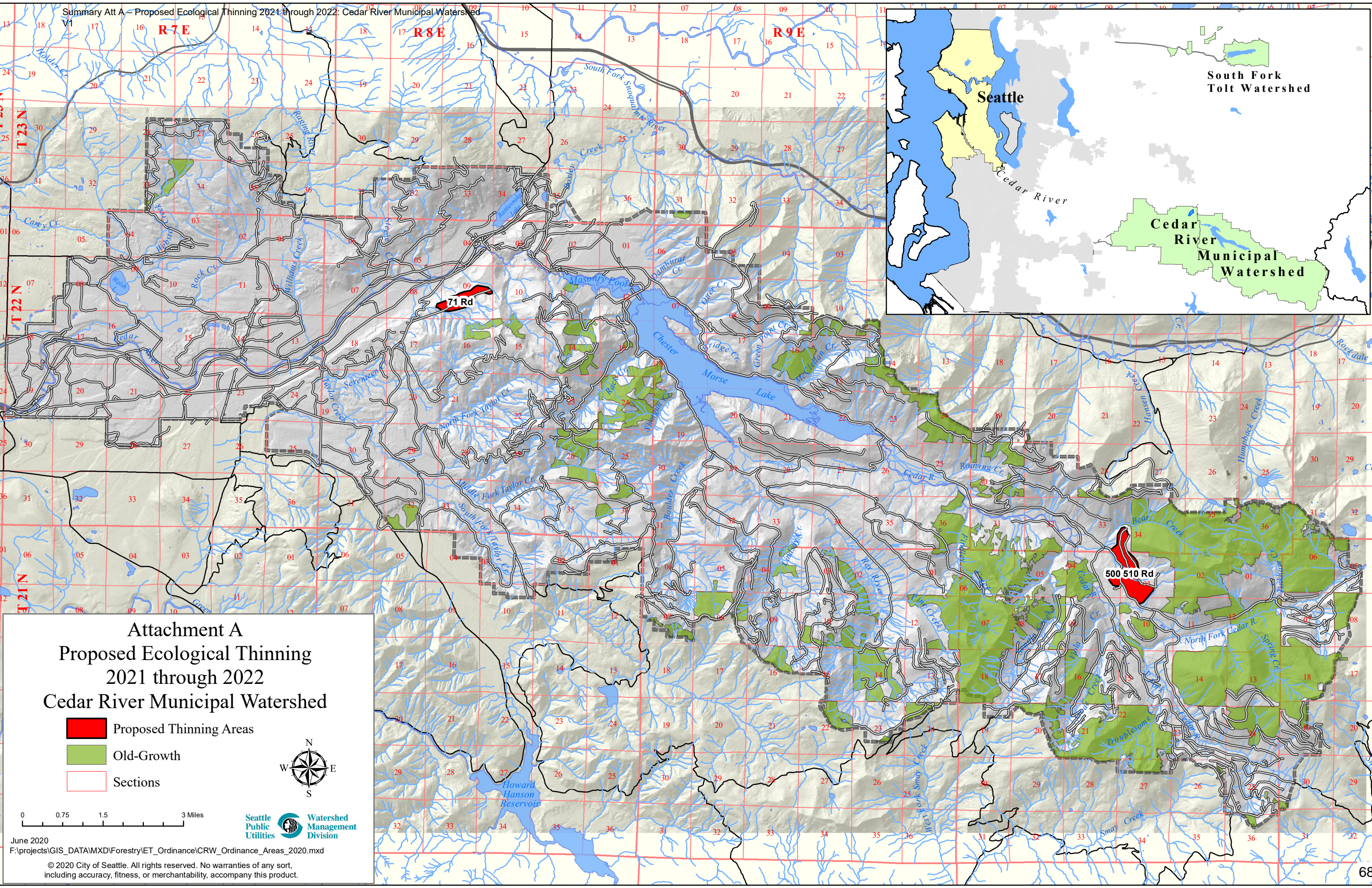
This legislation provides authority to sell timber as surplus from ecological thinning projects in the Cedar River Municipal Watershed. The only perceived implication for historically disadvantaged communities is positive, which would be improved habitat and plant diversity and therefore improved potential for hunting and gathering by Native American Tribal members.

- g. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?**

Not applicable

List attachments/exhibits below:

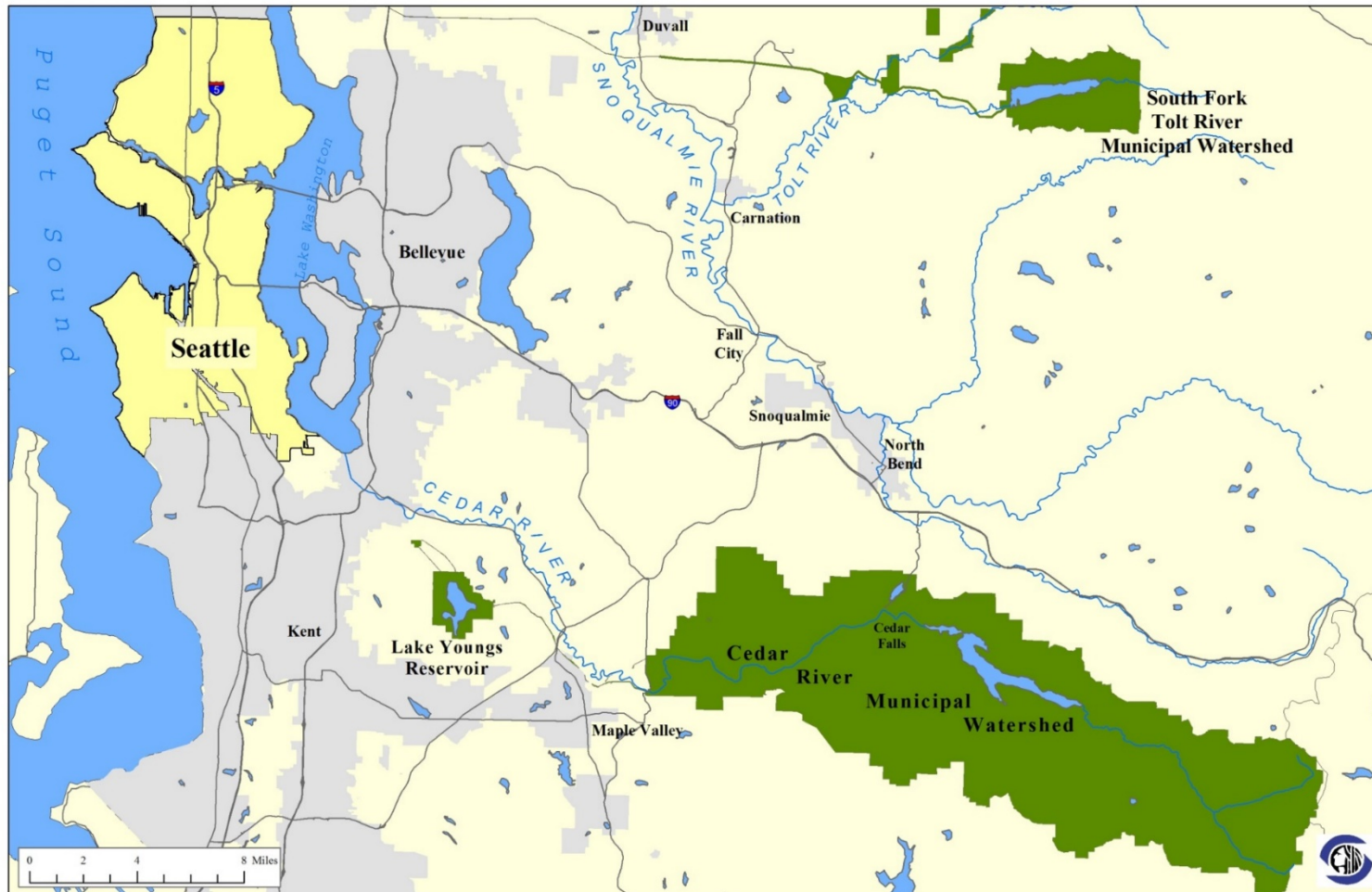
Summary Attachment A – Proposed Ecological Thinning 2021 through 2022: Cedar River Municipal Watershed



Extending Authority for Cedar River Watershed Ecological Thinning

December 2, 2020

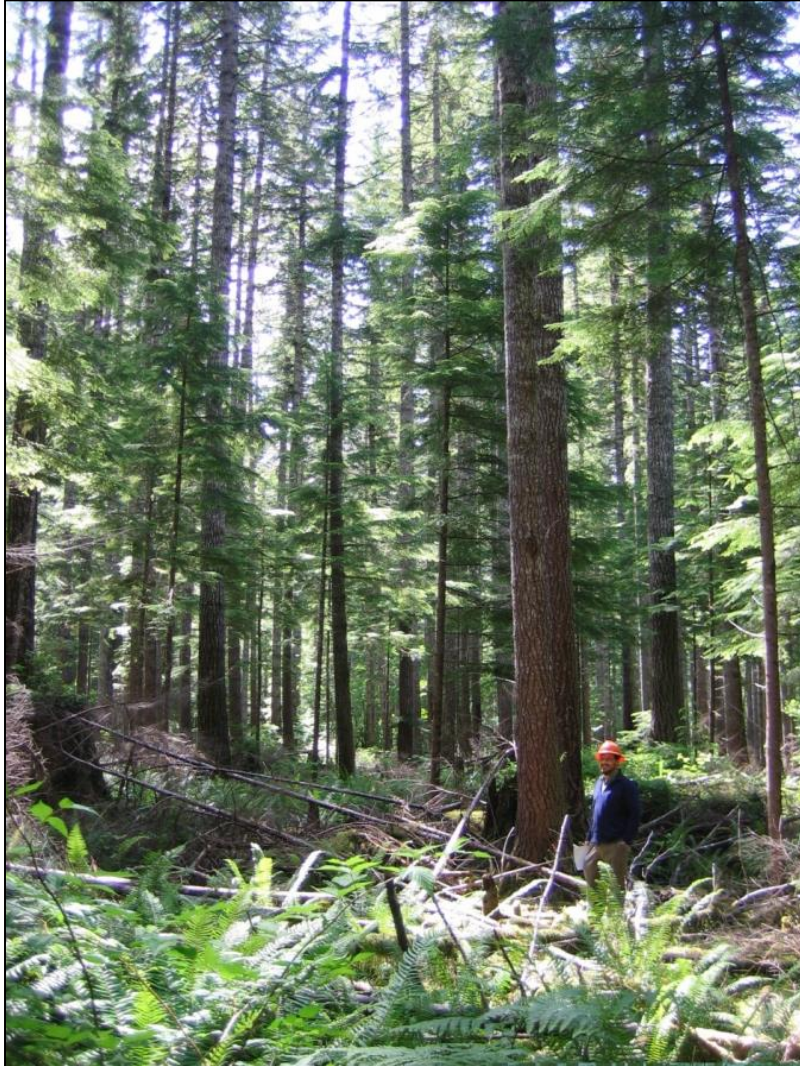
Seattle's Municipal Source Water System



Cedar River Watershed Habitat Conservation Plan

- Approved in 2000 to provide Incidental Take Permit for SPU to manage Cedar River water supply system
- Regulatory certainty for municipal water supply
- Long-term commitment to restore watershed ecosystems
- Upland Forest Restoration Program
- Strategies: Protection, thinning, and planting

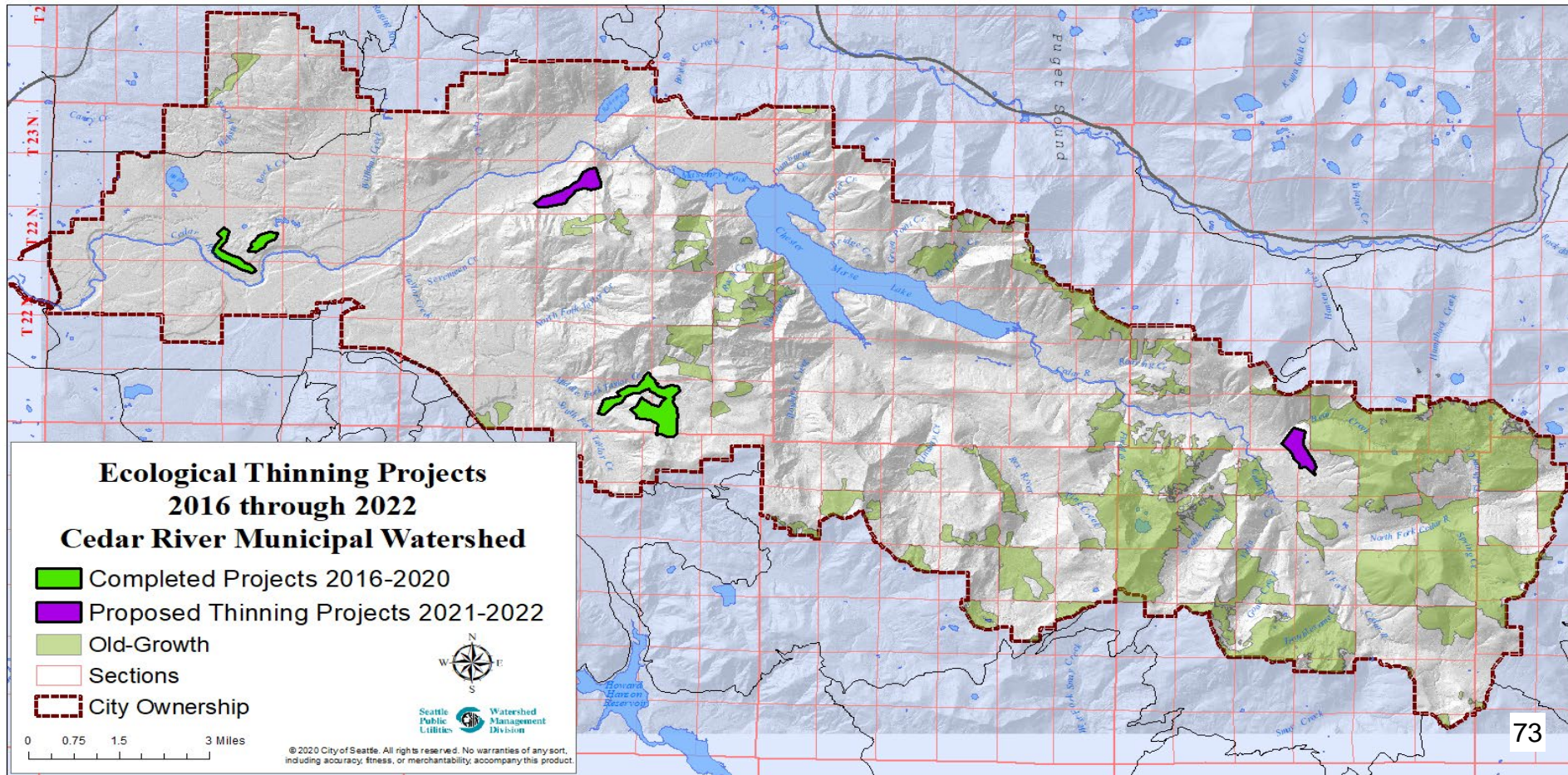
Benefits of Ecological Thinning Program



- Improve wildlife habitat
- Increase watershed resilience
- Meet regulatory commitments
- Sale of surplus logs offsets implementation cost

Cost and Revenue:

- Annual Program Cost: \$ 80,000 (Water Fund)
- Estimated Revenue from Surplus Log Sale: \$100,000 (Water Fund)



Opportunities

- Collaborate with Muckleshoot Indian Tribe
- Support local and regional economy
- Engage with stakeholders



Photo: C. Raines

SPU requests Ordinance Authority to:

- Extend existing extend ecological thinning for two years (2021-2022)
- Sell up to 3 million board feet from 225 acres in the Cedar River Watershed
- Deposit net revenue to the Water Fund to offset costs of HCP implementation



Legislation Text

File #: CB 119956, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager/CEO of Seattle Public Utilities to execute an agreement with King County Fire Protection District 40 for fire protection and emergency medical services for certain City of Seattle water system properties in King County, Washington.

WHEREAS, The City of Seattle (“City”) owns certain real properties in King County for supplying and safeguarding the City’s municipal water system; and

WHEREAS, such properties and the personnel employed in the area require fire protection and emergency medical services; and

WHEREAS, RCW 52.12.031 authorizes fire protection districts to provide fire protection and emergency medical services within and adjacent to their boundaries; and

WHEREAS, Seattle Public Utilities wishes to contract with King County Fire Protection District 40 to provide fire protection and emergency medical services; and

WHEREAS, the City and King County Fire Protection District 40 are authorized under the Washington State Interlocal Cooperation Act (chapter 39.34 RCW) to enter into an agreement with respect to the provision of such services; and

WHEREAS, it is beneficial to the City to enter into an agreement with the District for provision and payment for such services; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The General Manager/CEO of Seattle Public Utilities, or designee, is authorized to execute,

for and on behalf of The City of Seattle, an agreement with King County Fire Protection District 40 for fire protection and emergency medical services at the Lake Youngs Facility in Maple Valley, substantially in the form attached to this ordinance as Attachment 1.

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 _____, 2020, and signed by me in open session in authentication of its passage this _____ day of _____, 2020.

President _____ of the City Council

Approved by me this _____ day of _____, 2020.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2020.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Attachment 1 - Interlocal Agreement for Fire Protection Services to SPU Properties

Recording Requested By And
When Recorded Mail To:

City of Seattle SPU/Real Prop
700 5th Avenue Suite 4900
PO Box 34018
Seattle, WA 98124-4018

INTERLOCAL AGREEMENT FOR FIRE PROTECTION SERVICES TO SPU PROPERTIES

THIS INTERLOCAL AGREEMENT (Agreement) is made by and between The City of Seattle, a municipal corporation of the State of Washington, acting by and through its Seattle Public Utilities ("SPU") and King County Fire Protection District No. 40, a municipal corporation of the State of Washington, hereinafter referred to as the "Agency." SPU and the Agency also may be collectively referred to as the "Parties" and individually as "Party."

WHEREAS, this Agreement is entered into by SPU and the Agency pursuant to RCW 52.30.020 and Chapter 39.34, RCW; and

WHEREAS, the Agency provides fire protection services to SPU personnel and SPU-owned buildings, equipment and land within and without the boundaries of the Agency; and

WHEREAS, SPU wishes to compensate the Agency for such services; and

WHEREAS, RCW 52.30.020 does not require the Parties to contract for emergency medical services the Agency provides to third parties; and

WHEREAS, the Parties have negotiated this Agreement in good faith.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. Purpose and Scope of Agreement

This Agreement is intended to comply with the requirement of RCW 52.30.020 that the Parties contract for fire protection services and is limited to the fire protection services provided to land, buildings and equipment owned or used by SPU ("SPU Properties"), except those leased to a nontax exempt person or organization. This Agreement establishes the methodology and timing for payments to be made by SPU for fire protection services covered under this Agreement.

The scope of this Agreement includes the provision of fire protection and suppression and emergency medical services, and this Agreement shall apply to the buildings, equipment and land owned, used or operated by SPU set forth in the attached Exhibit A (hereinafter "SPU Properties").

2. Duration of Agreement

This Agreement shall commence on January 1, 2019 (the "Commencement Date")

and shall remain in effect until terminated in accordance with the terms and conditions contained herein.

3. Termination

- 3.1 This Agreement shall automatically terminate upon the effective date of any bill that eliminates the state law requirement that the Parties contract for fire protection services.
- 3.2 Either Party may terminate this Agreement upon six months' written notice to the other Party.
- 3.3 Either Party may terminate this Agreement upon a material breach of the Agreement. A "Material Breach" shall be defined as either (1) the Agency's failure to provide services at the level specified in Section 4; (2) the SPU's failure to pay the contract payments specified in Section 5; or 3) any other failure of a Party to perform an obligation required by this Agreement. Either Party may terminate this Agreement in the event of a Material Breach of this Agreement by the other Party; provided, however, that the non-breaching Party shall provide the breaching Party with written notice which sets forth the alleged Material Breach(es) and states a reasonable time to cure the breach (not to exceed sixty (60) days), the "Cure period." In the event that the breaching Party fails to cure such Material Breaches during the Cure Period, then this Agreement shall automatically terminate without further action.
- 3.4 Upon the effective date of the termination, SPU shall not be obligated to make any additional payments to the Agency.

4. Services Provided

During the term of this Agreement, the Agency agrees to provide all fire protection and emergency medical services to SPU Properties necessary for the protection and safety of personnel and property as required by RCW 52.30.020 ("Services"). The Services will be provided to those SPU Properties identified in Exhibit A to this Agreement. Exhibit A shall be automatically amended to add or delete properties consistent with the scope of properties set forth in RCW 52.30.020 at the time properties are acquired or disposed of by SPU. SPU shall pay the pro-rated amount for any properties added or deleted, and shall notify Agency of any changes on June 1 of each calendar year. Services shall be provided on the same basis as services are available to other property within the Agency.

5. Cost of Services and Payments

In consideration of the services provided by the Agency, beginning in the year 2019, SPU shall annually pay the Agency for the Services. The annual amount shall be calculated by multiplying the most-recent assessed valuation of improvements and land on SPU Properties as identified in Exhibit A by \$1.00/\$1,000.00 AV, as determined by the King County Assessor. During the performance of this Agreement, SPU shall request in writing that the King County Assessor assess the SPU Properties bi-annually to ensure parity between taxpayer and SPU-owned property values. Payment by SPU shall be made annually on or before June 1 of each calendar year.

SPU shall inform the Agency in the event that the King County Assessor fails to

assess the subject properties after two years from the date of written request by SPU to bi-annually assess the subject properties. In such an event, the Parties agree to negotiate a fair increase, if an increase is warranted, in the contract price from the previous year, until such time as the King County Assessor further assesses the subject properties.

Furthermore, in addition to the above annual amount, SPU shall pay a hazardous-materials premium of \$15,000 per year; in exchange, the Agency shall forego its right to pursue recovery for an incident caused by SPU or agents of SPU when transporting or handling hazardous materials, pursuant to RCW 4.24.314. The above premium shall increase annually in accordance with the 12-month change in Consumer Price Index for All Urban Consumers (CPI-U); Seattle-Tacoma-Bellevue; All items, not seasonally adjusted, 1982–1984=100 reference base.

6. Organization

The Parties recognize and agree that the Parties hereto are independent governments. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each Party. Nothing herein shall be construed as creating an association, joint venture, or partnership between the Parties, nor to impose any partnership obligations or liabilities on either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind the other Party.

The Agency shall have the sole discretion and the obligation to determine the exact method by which the Services described in Section 4 above are provided to SPU Properties, provided such services are provided on the same basis as services are available to other property within the Agency.

No new or separate legal or administrative agency is created by this Agreement. This Agreement shall be administered by the Chair of the Board of Fire Commissioners for the Agency and the Executive Officer of SPU.

7. Indemnification The Agency shall defend, indemnify, and hold SPU and its officers, officials, employees, and agents free and harmless from any and all demands, costs, claims, judgments, orders, or decrees for personal injuries, death or damage to property arising out of or in any way resulting from any act or omission of the Agency, or its officers, officials, employees, volunteers, or agents in the performance of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the SPU, its officers, officials, employees, volunteers, or agent, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Agency; and provided further that nothing herein shall require the Agency to hold harmless or defend SPU from any claims arising from the sole negligence of the SPU, its officers, officials, employees, volunteers, and agents. No liability shall attach to SPU by reason of entering into this Agreement except as expressly provided herein.

- 7.2 SPU shall defend, indemnify, and hold the Agency and its officers, officials, employees, and agents free and harmless from any and all demands, costs, claims, judgments, orders, or decrees for personal injuries, death, or damage to property arising out of or in any way resulting from any act or omission of

the SPU, or its officers, officials, employees, volunteers, or agents in the performance of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the Agency, its officers, officials, employees, volunteers, or agent, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SPU; and provided further that nothing herein shall require SPU to hold harmless or defend the Agency from any claims arising from the sole negligence of the Agency, its officers, officials, employees, volunteers, and agents. No liability shall attach to the Agency by reason of entering into this Agreement except as expressly provided herein.

- 7.3 Solely for purposes of enforcing the indemnification obligations of a Party under this Section 7, each Party expressly waives, by mutual negotiation, its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and agrees that the obligation to indemnify, defend, and hold harmless provided for in this Section 7 extends to any such claim brought against the indemnified Party by or on behalf of any employee of the indemnifying Party. The foregoing waiver shall not in any way preclude the Indemnifying Party from raising such immunity as a defense against any claim brought against the indemnifying Party by any of its employees.

8. Insurance

The Agency shall obtain and maintain at all times hereunder (i) a commercial general liability insurance policy with a minimum policy limit of General Liability - \$1,000,000 combined single limit per occurrence and for those policies with aggregate limits, a \$2,000,000 aggregate limit; (ii) a minimum umbrella coverage of \$6,000,000 each occurrence and \$10,000,000 annual aggregate; (iii) errors and omissions coverage including employment practices liability \$1,000,000 per occurrence and \$2,000,000 annual aggregate; (iv) Automobile Liability- \$1,000,000 combined single limit per accident for bodily injury and property damage; and (v) Workers' Compensation - statutory requirements of the state of residence and employer's liability or stop gap coverage of \$1,000,000 per occurrence, each placed with a reputable and financially strong insurance carrier with an A-rating or better. The policy(ies) shall provide that such policy(ies) shall not be terminated or reduced without thirty (30) days prior notice to the SPU. Upon request by the SPU, the Agency will provide a certificate of insurance to SPU evidencing the aforementioned coverage.

9. No Third Party Liability and Public Duty Doctrine

This Agreement shall not be construed to provide any benefits to or create a cause of action for or on behalf of any third parties. Specifically and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

10. NondiscriminationEmployment. The Agency agrees not to discriminate against any employee or applicant for employment because of sex, age, race, color, creed, national origin, sexual orientation, marital status, or the presence of any sensory, mental, or physical handicap, unless based upon a bonafide occupational qualification. This requirement shall apply without limitation to all aspects of employment (including lay-offs or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship) and advertisement.

10.2 Services and Activities. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, sexual orientation, age (except minimum age and retirement provisions), marital status, or the presence of any sensory, mental, or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for termination or suspension in whole or in part of this Agreement by SPU and may result in ineligibility for future SPU agreements.

10.3 Other Non-Discrimination Laws. The Agency shall also comply with all applicable anti-discrimination laws or requirements of any and all applicable jurisdictions.

11. Compliance with Laws and Regulations

The Parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

12. Notices

Any notice required to be given by either Party to the other pursuant to any provision of this Agreement or any law, present or future, shall be in writing and shall be deemed to have been duly given or sent if either delivered personally, sent by nationally recognized overnight delivery service or sent via United States Mail addressed to the following:

To Agency:
King County Fire Protection District 40
14810 SE Petrovitsky Road
Renton, WA 98058

To SPU:
Seattle Public Utilities
Attn: Pree Carpenter, Real Property Services
PO Box 34018
Seattle, WA 98124-4018

or, to such other person or address as is hereafter designated in writing by either Party to the other. Each Party may change its notice address set forth in this section by giving notice of a new address to the other Party in accordance with this section.

Notices may also be given by facsimile transmission (provided the fax machine has printed a confirmation of receipt). All notices that are mailed shall be deemed received three (3) business days after mailing. All other notices shall be deemed complete upon actual receipt or refusal to accept delivery.

13. Dispute Resolution

The parties shall use reasonable efforts to mediate any dispute arising under this Agreement. In the event of such a dispute, each party shall designate, in writing, not

more than three (3) candidates it proposes to act as a non-binding mediator within ten (10) days following notification of a dispute. If the Parties cannot agree on one of the mediators from the combined list within five (5) days, then the Parties shall promptly meet and select a mediator by blind draw. Upon selection of the mediator, the Parties shall within forty-five (45) days or as soon thereafter as possible, meet and engage in a mediation of the dispute with the assistance of the mediator. The cost for the mediation services shall be borne equally between the Parties, each party paying one-half of the cost. The mediator shall determine reasonable procedures. Testimony and briefing, if any, provided to the mediator shall be inadmissible in any subsequent court proceedings. If mediation fails to resolve the dispute, the Parties may thereafter seek redress in a court of competent jurisdiction. Nothing in this section shall be construed to prohibit either Party from exercising its right to terminate this Agreement as otherwise provided in this Agreement or be construed as a pre-condition to the exercise of such right to terminate.

14. Assignment

The Parties shall not assign this Agreement or any interest, obligation, or duty herein without the express written consent of the other Party.

15. Approval

This Agreement is expressly conditioned upon and subject to the written approval of the authorized representatives of SPU and by ordinance of the City Council and by resolution of the Agency's legislative bodies and shall not be binding unless and until so approved. This Agreement may be altered, amended, or waived only by a written amendment executed, in the same manner, by both Parties.

16. General Provisions All of the terms, covenants, and conditions in this Agreement shall extend to and bind any approved legal successors and assigns of the Parties hereto.

16.2 This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in King County Superior Court.

16.3 The headings and recitals in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

16.4 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time SPU shall have the right to terminate the Agreement for cause.

16.5 This Agreement constitutes the entire agreement between the Parties for the purpose set forth in paragraph 1. There are no terms, obligations, covenants, or conditions other than those contained herein, No

modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both Parties.

16.6 The Agency shall ensure that copy of this Agreement is filed with the King SPU Recorder's Office.

16.7 This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute but one and the same instrument.

16.8 The failure of either Party to insist upon strict performance of this Agreement shall not impact that Party's right to insist upon strict performance at a later time.

17. Equal Opportunity to Draft

Each party has had opportunity to consult with counsel in connection with the negotiation, execution and delivery of this Agreement. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would render the provisions of this Agreement in favor of or against the party preparing the same will apply in connection with the construction or interpretation of any of the provisions of this Agreement.

18. Benefit Charge Collection

SPU agrees that this Agreement shall not exempt SPU Properties from statutory benefit charges under RCW 52.18.020. SPU expressly agrees that the Agency may impose and collect statutory benefit charges on SPU owned properties in accordance with the law. Provided, however, SPU shall not be required to make payments under this Agreement for any parcel of property for which SPU pays a benefit charge.

IN WITNESS WHEREOF, the Agency and SPU have executed this Agreement as of the latter date of signature below.

For the Agency:

Chair of the Board of Fire Commissioners

Commissioner

Commissioner

Commissioner

Commissioner

Dated: _____

Approved as to Form:

District Attorney

For SPU:

Dated: _____

EXHIBIT A

The following is a list of SPU Properties within the Agency's boundaries with buildings or equipment.

Assessor's Tax Parcel ID#: 2123059020(portion), 212309040, 2723059006, 2723059007, 272305900, 2723059018, 2723059020, 2723059018, 3523059009, 0622069015, 0622069024 (portion), 0122059006)

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Public Utilities	Wylie Harper/6-1814	Akshay Iyengar/4-0716

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

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager/CEO of Seattle Public Utilities to execute an agreement with King County Fire Protection District 40 for fire protection and emergency medical services for certain City of Seattle water system properties in King County, Washington.

Summary and background of the Legislation: This legislation would authorize Seattle Public Utilities (SPU) to execute an Interlocal Agreement with King County Fire Protection District 40 for the District to provide fire protection and emergency medical services to SPU employees and facilities at the Lake Youngs Facility in Maple Valley. The Agreement benefits the City protecting its employees and property interests at Lake Youngs should an emergency arise.

The Fire District is primarily supported by property taxes, which, as a public agency, SPU does not pay. This Agreement authorizes an annual payment to the District in lieu of the amount that would have been paid via King County property tax receipts. The agreement would update and replace an agreement signed in 2004, authorized by Ordinance 121539.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ☐ Yes ☒ No

Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

The Agreement obligates SPU to pay an annual amount to the District based on the assessed value of the properties covered by the Agreement, plus a hazardous material premium of \$15,000. The total amount will be approximately \$40,600 for 2020.

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

This Agreement is authorized by the Washington State Interlocal Cooperation Act (RCW 39.34). In the absence of fire protection and emergency medical services, an emergency at the Lake Youngs Facility could result in a loss of life or substantial property damage to the

City. The potential loss would be difficult to quantify but would affect the City financially and operationally.

4. OTHER IMPLICATIONS

- a. **Does this legislation affect any departments besides the originating department?**

No.

- b. **Is a public hearing required for this legislation?**

No.

- c. **Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?**

No.

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

No.

- e. **Does this legislation affect a piece of property?**

No.

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

This legislation has no implications for the principles of the Race and Social Justice Initiative. There is no impact to vulnerable or historically disadvantaged communities.

- g. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?**

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

List attachments/exhibits below:

None.

Interlocal Agreement with King County Fire District 40

Seattle City Council Transportation and Utilities
Committee

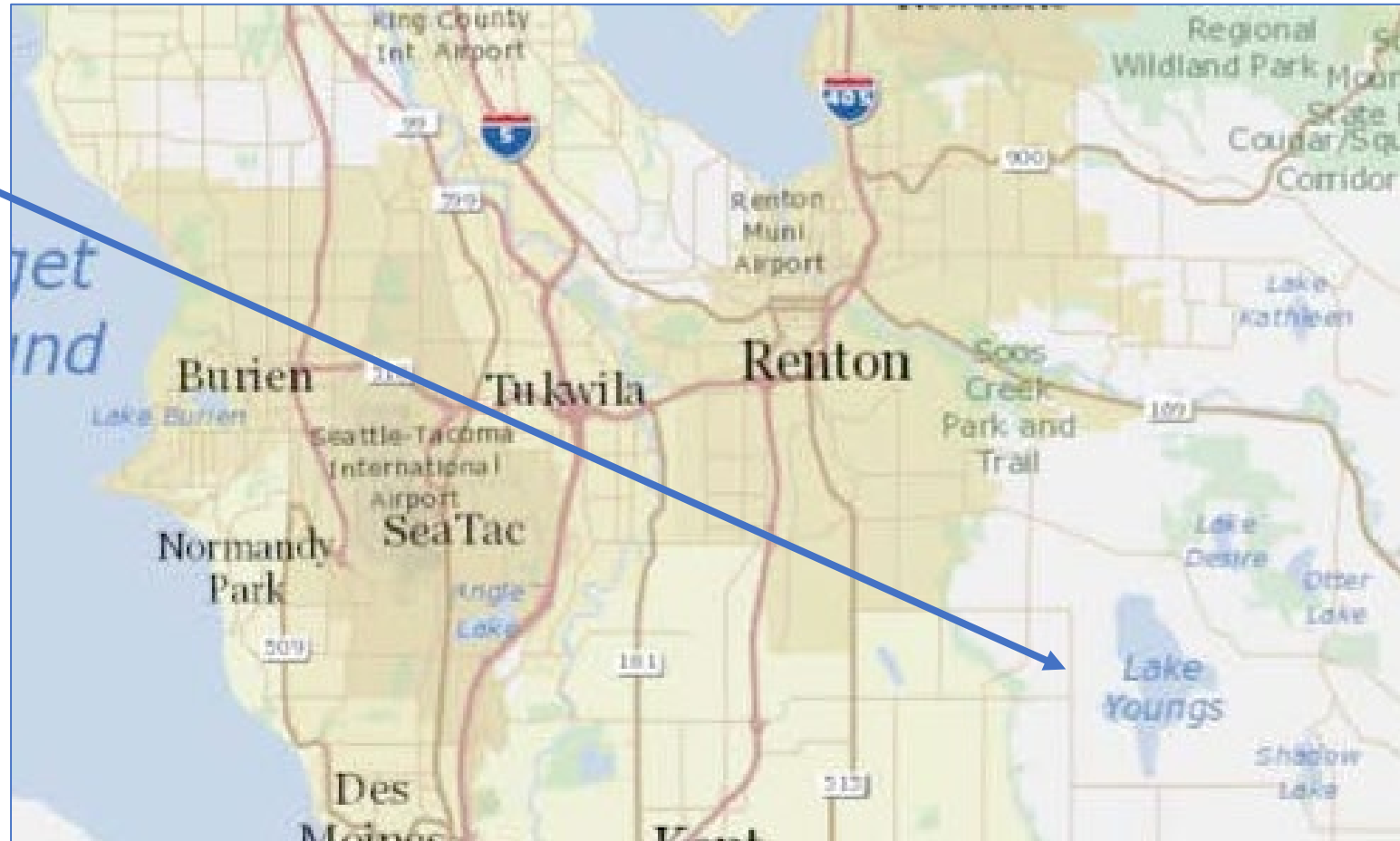
December 2, 2020

Goal

Authorize an Interlocal Agreement (ILA) with King County Fire Protection District 40 that updates a 2004 agreement and provides for an annual payment for fire and life safety protection at SPU's Lake Youngs and Control Works facilities.

Lake Youngs Reservation is outside of the City of Seattle.

It is the home base for SPU crews who support the water supply lines between the Cedar River Watershed and the City.



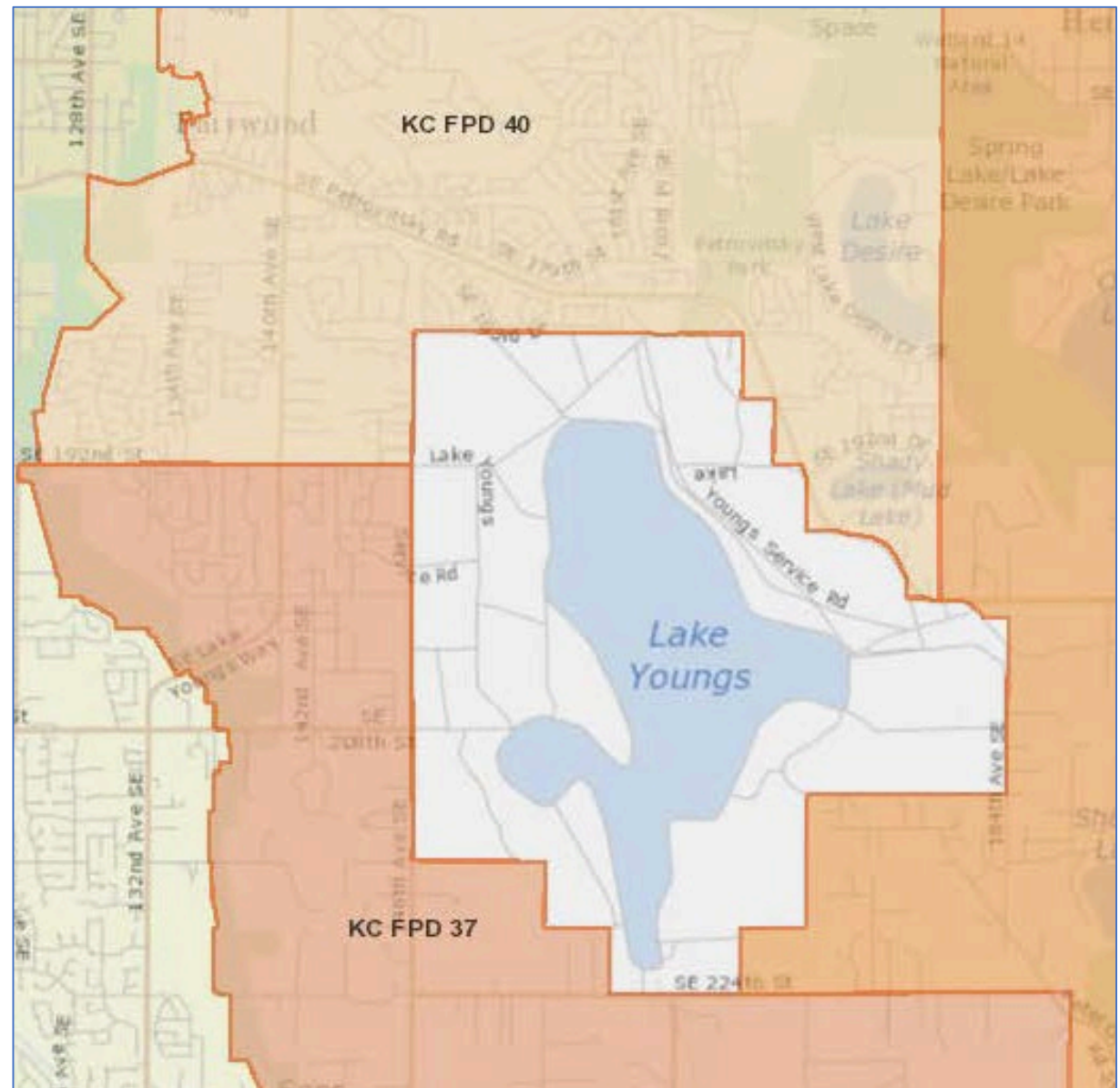
Fire Dist 40's service area is north of Lake Youngs.

In 2004 an ILA was signed between Fire Dist 40 and SPU.

In 2019 Fire Dist 40 requested an updated ILA.

The ILA was negotiated in 2019 and 2020. The new ILA resulted in a lower cost and specific coverage of hazardous materials.

SPU requests that the City Council authorizes the new ILA.



Questions?





Legislation Text

File #: CB 119961, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager and Chief Executive Officer of Seattle Public Utilities to acquire, accept, and record on behalf of The City of Seattle both temporary and permanent property rights from owners of property located along the alignment of the planned combined sewage conveyance and storage tunnel between 24th Avenue NW and Shilshole Avenue NW in Ballard and Interlake Avenue N and N 35th Street in Wallingford, and from owners of property located along the alignment of the planned Ballard Conveyance pipeline between 28th Avenue NW and NW 56th Street and 24th Avenue NW and Shilshole Avenue NW, and for related infrastructure in 28th Avenue NW, that are necessary or convenient to construct, operate, and maintain the Ship Canal Water Quality Project and 3rd Avenue W Water Main Replacement Project, through negotiation or eminent domain (condemnation); placing an underground electrical easement under the jurisdiction of the City Light Department; placing other real property rights acquired under the jurisdiction of Seattle Public Utilities; designating the property rights acquired for utility and general municipal purposes; authorizing termination of an easement held by the former Milwaukee Terminal Railway Company or its successors; authorizing payment of all other costs associated with acquisition; and ratifying and confirming certain prior acts.

WHEREAS, The City of Seattle (“City”) owns and operates a combined sewer system that in some locations overflows during heavy rain events; and

WHEREAS, the combined sewer system overflows (CSOs) are governed by the State of Washington under the terms of a National Pollutant Discharge Elimination System (NPDES) permit; and

WHEREAS, the terms of the NPDES permit mandate the City limit untreated overflows at each CSO outfall to an average of no more than one per year on a moving 20-year average; and

WHEREAS, the City is required by federal Consent Decree, as authorized by Ordinance 123908, and amended by Ordinance 124129, to construct control measures to limit untreated combined sewer overflows in accordance with State of Washington requirements by December 31, 2025; and

WHEREAS, Seattle Public Utilities and King County have been working together to evaluate possible joint

projects to reduce both City and County CSOs, and have agreed to jointly fund and build a 2.7-mile underground storage tunnel designed to temporarily store more than 29 million gallons of combined stormwater and sewage in order to reduce CSOs and partially fulfill the objectives of the City's and County's NPDES permits and Consent Decrees; and

WHEREAS, in 2015 the City Council pursuant to Ordinance 124966 authorized Seattle Public Utilities to enter into a Joint Project Agreement with King County to design, construct, operate, and maintain the Ship Canal Water Quality Project to reduce combined sewer overflows; and

WHEREAS, while the tunnel and its ancillary structures will be built primarily within street right-of-way, temporary and permanent property rights will be necessary to construct, maintain, and operate portions of the Ship Canal Water Quality Project; and

WHEREAS, in 2016 and in 2017 the City Council pursuant to Ordinances 125153 and 125390 previously authorized Seattle Public Utilities to acquire certain property rights necessary and convenient for the Ship Canal Water Quality Project; and

WHEREAS, Seattle Public Utilities' 3rd Avenue W Water Main Replacement Project will share the use of a temporary access easement with the Ship Canal Water Quality Project; and

WHEREAS, construction of the Ship Canal Water Quality Project in 2nd Avenue NW will require acquisition of permanent and temporary property rights necessary for relocating a City Light Department electrical vault to private property located at 123 NW 36th Street; and

WHEREAS, in 1908 the Milwaukee Terminal Railway Company was granted an easement across property later purchased by the City, as authorized by Ordinances 124718 and 124719, for the Ship Canal Water Quality Project, and

WHEREAS, the easement area is needed by the City for construction, operation, and maintenance of the Ship Canal Water Quality Project, and since the easement area is no longer being utilized for any railroad purpose and the easement can be terminated by the City as owner of the property for such non-use,

Seattle Public Utilities desires to terminate the easement, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The City of Seattle (“City”) accepts the easements and other property rights that are necessary or convenient to construct, operate, and maintain the Ship Canal Water Quality Project and the 3rd Avenue W Water Main Replacement Project, and granted for drainage and wastewater and water supply utility purposes over, under, across, and upon the real property generally described below and legally described in Attachment 1 to this ordinance.

A. Grantor: The United States Department of the Army, acting through the Corps of Engineers; Easement No. DACW67-2-19-8 (not recorded with King County).

B. Grantor: The United States Department of the Army, acting through the Corps of Engineers; Permit with King County Recording No. 20181226000674.

C. Grantor: Fremont West Office LLC, a Washington limited liability company; King County Recording No. 20190131000152.

D. Grantor: Mobile Properties, LLC, a Washington limited liability company; King County Recording No. 202009210000428.

Section 2. Public convenience and necessity require that real property interests generally shown on Attachments 2 and 3 of this ordinance, and such other property as may be necessary or convenient for the Ship Canal Water Quality Project (“Project”) located in the City of Seattle, County of King, State of Washington, together with all rights, privileges, and other property interests pertaining to the real property interests, be acquired for utility and general municipal purposes through negotiations and use of eminent domain (condemnation), if necessary, in connection with the Project.

Section 3. The General Manager and Chief Executive Officer of Seattle Public Utilities (“General Manager/CEO”) is authorized to: determine the portions and interests of the properties shown on Attachments 2 and 3 that are necessary or convenient for the Project, and any other property interests that may be necessary or

convenient for the Project, negotiate and enter into written agreements for and acquire, after paying just compensation, the real property interests that are necessary or convenient for the Project, including temporary or permanent rights, in fee or easement, or other property use agreement; and accept and record deeds, easements, and other written instruments on behalf of the City by attaching to the instrument the General Manager/CEO's written acceptance and recording the deed or other written instrument. The acquisition costs, including purchase price and transaction costs, together with relocation benefits to the extent required by law, shall be paid from the funds appropriated, or to be appropriated, for such purposes in connection with the Project.

Section 4. The City Attorney is authorized to commence and prosecute proceedings in the manner provided by law to condemn, take, damage, and appropriate easements or other property interests determined by the General Manager/CEO or the General Manager/CEO's designee to be necessary or convenient to the Project; provided the lands, rights, and privileges, and other property are to be appropriated and taken only after just compensation has been made or paid into court for the owners in the manner provided by law; and to stipulate for the purpose of minimizing damages.

Section 5. The real property interests referenced above include, but are not limited to, easements and temporary construction easements that, when received or recorded, shall be placed under the jurisdiction of Seattle Public Utilities and designated for utility and general municipal purposes.

Section 6. The real property interests acquired for the electrical vault to be relocated from 2nd Ave NW to private property located at 123 NW 36th Street shall, when received or recorded, be placed under the jurisdiction of the City Light Department and designated for utility and general municipal purposes.

Section 7. The General Manager/CEO, and/or the General Manager/CEO's designee, is authorized to terminate the easement granted to the Milwaukee Terminal Railway Company on November 25, 1908, and recorded under King County Auditor's File No. 593847, in King County, Washington.

Section 8. Any act consistent with the authority of this ordinance taken prior to its effective date is

ratified and confirmed.

Section 9. 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 _____, 2020, and signed by me in open session in authentication of its passage this _____ day of _____, 2020.

President _____ of the City Council

Approved by me this _____ day of _____, 2020.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2020.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Attachment 1 - Legal Descriptions of Acquired Property Rights

Attachment 2 - List of Affected Properties

Attachment 3 - Map of Affected Properties

ATTACHMENT 1 – Legal Descriptions of Acquired Property Rights

1. Description of easement acquired by document No. DACW67-2-19-8. (SPU File Number 2014-016-030)

- a. Type: Easement
- b. Grantor: United States Department of the Army, acting through the Corps of Engineers
- c. Title in Instrument: Easement for Pipeline Right-of-Way
- d. Recording No. (not recorded, exists in an HYDR parcel)
- e. Recording Date: (not recorded)
- f. Legal Description:

That portion of the Lake Washington Ship Canal, as condemned by decree entered in King County Superior Court Cause No. 21942, and conveyed to the United States of America for a canal right of way by deed recorded under recording number 192544, records of King County, situated in the northeast quarter of the southeast quarter of Section 13, Township 25 North, Range 3 East, W.M.; described as follows:

Commencing at the southwest corner of Block 49 of Denny and Hoyt's Addition to the City of Seattle; thence along the northerly right of way margin of West Ewing Street, S 70° 22' 55" E a distance of 173.02 feet; thence leaving said right of way N 19° 37' 05" E a distance of 20.19 feet to the southerly right of way margin (State Harbor Line) of the Lake Washington Ship Canal and the **POINT OF BEGINNING**;

Thence along said right of way margin S 52° 10' 33" E a distance of 15.52 feet; thence leaving said right of way margin N 23° 00' 48" E a distance of 161.37 feet to the beginning of a 657.50 foot radius curve concave to northwest which radius point bears N 66° 59' 12" W; thence northeasterly along the arc of said curve, through a central angle of 13° 31' 59" a distance of 155.30 feet to the northerly right of way margin of the Lake Washington ship Canal; thence along said right of way margin N 52° 00' 33" a distance of 17.13 feet to the beginning of a non-tangent 642.50 foot radius curve concave to northwest which radius point bears N 81° 14' 57" W; thence leaving said right of way southwesterly along the arc of said curve, through a central angle of 14° 15' 44" a distance of 159.93 feet; thence S 23° 00' 48" W a distance of 157.40 feet to the southerly right of way margin of the Lake Washington Ship Canal, and the **POINT OF BEGINNING**.

Containing 4755 sq. ft., more or less

2. Description of permit acquired by document Permit No. NWS-2015-807-WRD. (SPU File Number 2014-016-031)

- a. Type: Permit
- b. Grantor: United States Department of the Army, acting through the Corps of Engineers
- c. Title in Instrument: Department of the Army Permit No NWS-2015-807-WRD
- d. Recording No. 20181226000674

- e. Recording Date: December 26, 2018
- f. Legal Description:

24th Avenue Pier in Salmon Bay (Lake Washington Ship Canal) at Seattle, King County, Washington

- 3. Description of temporary access easement acquired by document King County Recording Number 20190131000152 (SPU File Number 2014-016-029)
 - a. Type: Easement
 - b. Grantor: Fremont West Office LLC, a Washington limited liability company
 - c. Title in Instrument: Temporary Non-Exclusive Access Easement
 - d. Recording No. 20190131000152
 - e. Recording Date: January 31, 2019
 - f. Legal Description:

The Easterly 5 feet of Lot 12 and all of Lots 13 through 26, inclusive, Block 52, Denny and Hoyt's Addition to the City of Seattle, according to the Plat thereof recorded in Volume 2 of Plats, Page 136, in King County, Washington. Except the Northeasterly 12 feet thereof condemned under King County Superior Court Cause NO. 69865, as provided by City of Seattle Ordinance No. 21303.

- 4. Description of easement acquired by document King County Recording Number 20200921000048. (SPU File Number 2014-016-042)
 - a. Type: Temporary Construction Easement
 - b. Grantor: Mobile Properties LLC, a Washington limited liability company
 - c. Title in Instrument: Temporary Construction Easement
 - d. Recording No. 20200921000048
 - e. Recording Date: September 21, 2020

Legal Description:

BEGINNING AT THE NORTHEAST CORNER OF THE PROPERTY; THE EAST TWO FEET OF THE NORTH 100 FEET; TOGETHER WITH THE NORTH 5 FEET OF THE EAST 100 FEET OF THE FOLLOWING DESCRIBED PARCEL "A":

PARCEL "A"

GILMAN PARK ADD PORTION LOTS 9 TO 16 BLK 177 GILMAN PARK & OF LOTS 9 TO 12 BLK 3 BALLARD TIDE LANDS & OF WEST 44TH PLACE AS VACATED BY CITY OF SEATTLE ORD NO 57056 ADJOINING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT INTERSECTION OF SOUTH LINE WEST 45TH STREET WITH WEST LINE 11TH AVE NW, WHICH PT IS NE CORNER LOT 12 SD BLK 177;

THENCE SOUTH ALONG WEST LINE 11TH AVE NW 697.094 FT TO SELY CORNER SD BLK 3;

THENCE NWLY ALONG SWLY LINE SD BLK 3 DISTANCE OF 155.326 FT TO SWLY CORNER LOT 11 SD BLK 3;

THENCE NELY AT RIGHT ANGLES TO SWLY LINE SD BLK 3 DISTANCE OF 68.977 FT TO WEST LINE LOT 12 SD BLK 3;

THENCE NORTH ALONG SAID LOT LINE 190.199 FT TO PT 200 FT NELY FROM WHEN MEASURED AT RIGHT ANGLES TO SWLY LINE SAID BLK 3;

THENCE NWLY PARALLEL WITH SAID BLK LINE 164.036 FT TO PT 12.5 FT WEST OF EAST LINE LOT 9 SAID BLK 3;

THENCE NORTH PARALLEL WITH WEST LINE 11TH AVE NW 227.88 FT TO SOUTH LINE WEST 45TH ST;

THENCE EAST 170 FT TO BEGINNING LESS PORTION DESCRIBED AS FOLLOWS -BEGINNING ON EAST LINE SAID BLK 177 AT PT S 01-01-52 E ALONG SAID EAST LINE 226.00 FT FROM NE CORNER;

THENCE OF THE S 01-01-52 E 471.094 FT TO SELY CORNER SAID BLK 3;

THENCE NWLY ALONG SWLY LINE SAID BLK 3 155.326 FT TO SWLY CORNER LOT 11 SAID BLK 3;

THENCE NELY AT RIGHT ANGLES TO SW LINE SAID BLK 3 DISTANCE OF 68.977 FT TO WEST LINE LOT 12 IN SAID BLK 3;

THENCE NORTH ALONG SAID WEST LINE 190.199 FT TO PT 200 FT NELY FROM WHEN MEASURED AT RIGHT ANGLES, TO SWLY LINE SAID BLK 3;

THENCE NWLY PARALLEL WITH SAID SWLY LINE 164.036 FT TO PT 12.5 FT WEST OF EAST LINE LOT 9 SAID BLK 3;

THENCE N 1-01-52 W 1.88 FT TO PT ON LINE PARALLEL WITH & 226.00 FT SOUTH OF NORTH LINE SAID BLK 177

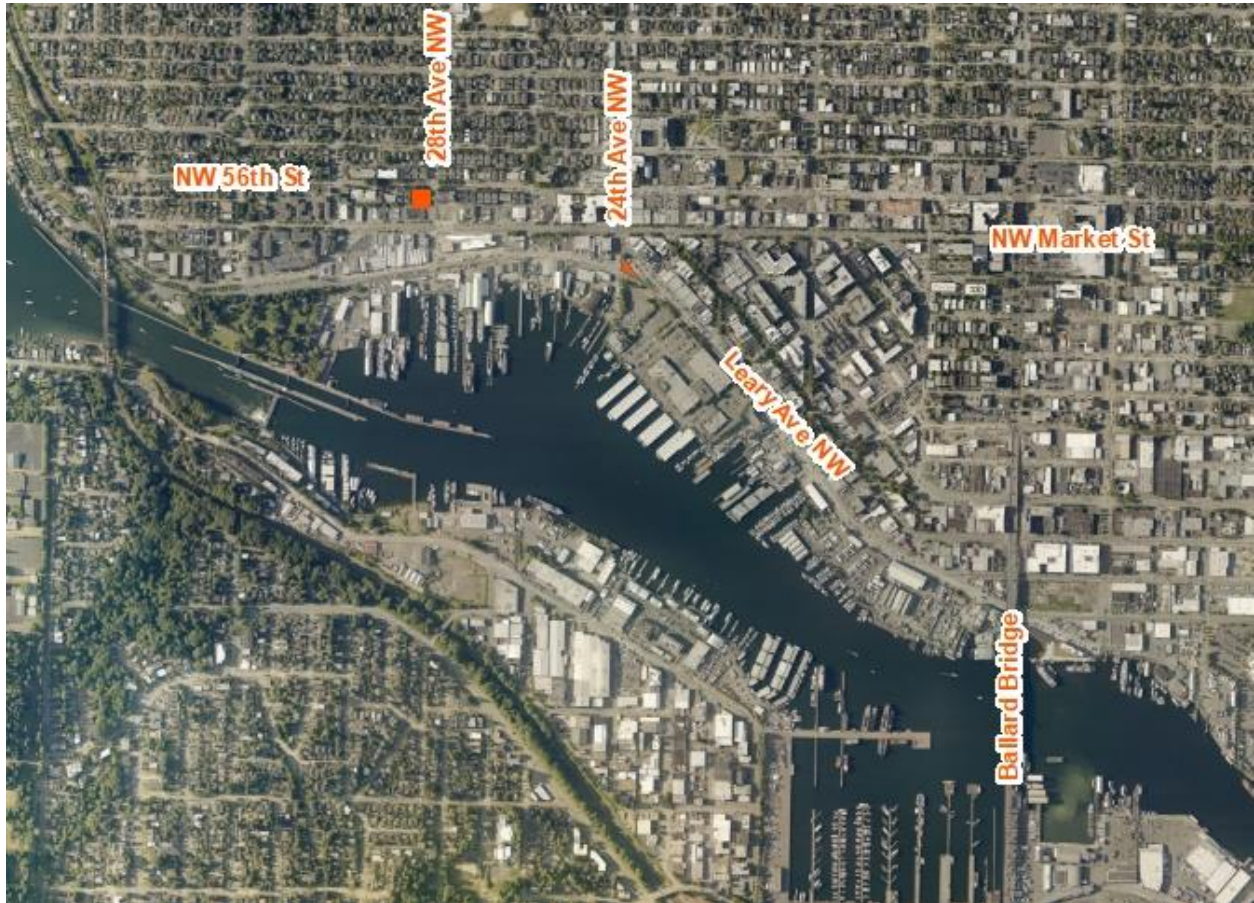
THENCE N 89-00-00 E ALONG SAID PARALLEL LINE 169.50 FT TO BEGINNING

ATTACHMENT 2 – List of Affected Properties

King County Tax ID. No.	Property Address	Taxpayer / Property Owner	Tax Payer's Address of Record if different from property address (Name included only if different than Property owner.)
112503-9027-05	5404 24th Ave NW	Pacific Fishermen Inc	5351 24th Ave NW, Seattle 98107
112503-9114-09	5515 A 28th Ave NW	Emmanuel J. Abellanos	
112503-9115-08	5511 C 28th Ave NW	Daniel Lee Gross and Brian H. Payne	Noland LLC; 3600 Fremont Ave N, Seattle, WA 98103
112503-9116-07	5511 B 28th Ave NW	Naveen S. Advanapu and Tanuja Daman	
112503-9117-06	5511 A 28th Ave NW	Ian Scot Pihl	
112503-9118-05	5515 B 28th Ave NW	Kee Hyuk Park	
117500-0944-06	5521 28th Ave NW	Loretta Mallea	
117500-0949-01	5519 28th Ave NW	Rakesh Nambiar	
117500-0950-07	5517 28th Ave NW	Enri-Gisleno Vincenti	
117500-0951-06	2809 NW 56th St	Shannon Stamps	
117500-0952-06	2807 NW 56th St	Daniel G. Yim	
117500-0953-04	2805 NW 56th St	Deborah Diane Parsons and Jeffrey Todd Parsons	
197220-4350-06	123 NW 36th St	Fremont West Office LLC	
197220-4205-03	126 NW Canal St	126 Canal Centre LLC	

ATTACHMENT 3 – MAPS

Ballard Neighborhood



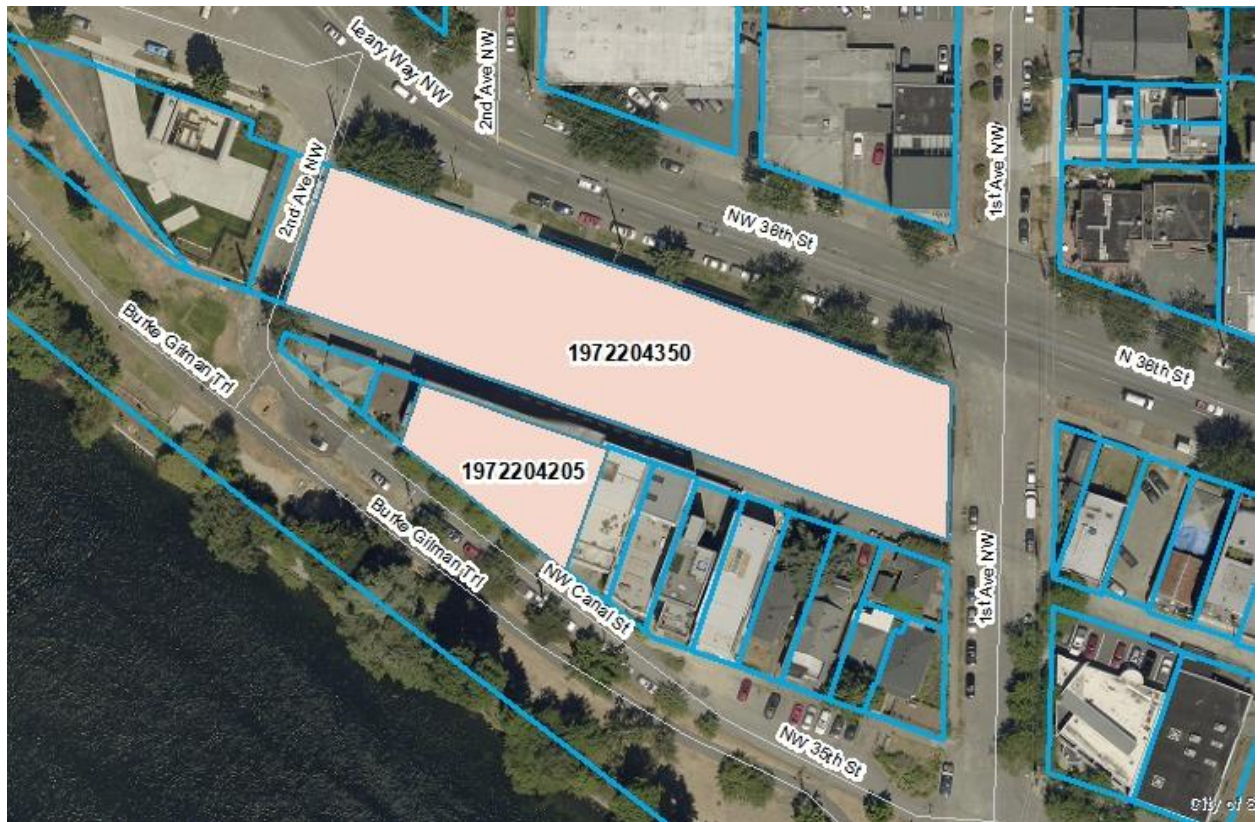
Properties Affected by Proposed Side Sewer Repair



Property Affected by Proposed Temporary Construction Easement



Properties Affected by the Electrical Vault



SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Public Utilities	Keith Ward/5-0734	Akshay Iyengar /684-0716

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager and Chief Executive Officer of Seattle Public Utilities to acquire, accept, and record on behalf of The City of Seattle both temporary and permanent property rights from owners of property located along the alignment of the planned combined sewage conveyance and storage tunnel between 24th Avenue NW and Shilshole Avenue NW in Ballard and Interlake Avenue N and N 35th Street in Wallingford, and from owners of property located along the alignment of the planned Ballard Conveyance pipeline between 28th Avenue NW and NW 56th Street and 24th Avenue NW and Shilshole Avenue NW, and for related infrastructure in 28th Avenue NW, that are necessary or convenient to construct, operate, and maintain the Ship Canal Water Quality Project and 3rd Avenue W Water Main Replacement Project, through negotiation or eminent domain (condemnation); placing an underground electrical easement under the jurisdiction of Seattle City Light; placing other real property rights acquired under the jurisdiction of Seattle Public Utilities; designating the property rights acquired for utility and general municipal purposes; authorizing termination of an easement held by the former Milwaukee Terminal Railway Company or its successors; authorizing payment of all other costs associated with acquisition; and ratifying and confirming certain prior acts.

Summary and background of the Legislation:

The City of Seattle is required by federal Consent Decree, as authorized by Ordinance 123908 and amended by Ordinance 124129, and in accordance with State of Washington requirements, to control overflows from its combined sewer system to receiving waters by December 31, 2025. In 2016 Ordinance 125153 and in 2017 Ordinance 125390 the City Council authorized Seattle Public Utilities (“SPU”) to acquire specific rights necessary and convenient for the Ship Canal Water Quality Project (“Project”). This is a joint project between SPU as the lead agency and King County Department of Natural Resources – Wastewater Treatment Division. The Project consists of a 2.7-mile long storage tunnel that is being built between Ballard and Wallingford and connections to existing combined sewer systems in Ballard, North Queen Anne, Fremont and Wallingford. The proposed legislation would authorize the additional temporary and permanent property rights required to construct, operate, and maintain Project improvements.

Temporary agreements or easements are required to construct improvements planned for the Project, including side-sewer replacements, maintenance holes, and surface restoration. These property rights are necessary for the construction of the Ballard Conveyance portion of the Project and will connect existing infrastructure to the storage tunnel.

This legislation authorizes the acquisition of a permanent electrical vault easement for Seattle City Light. An electrical vault will be moved onto private property to create space for Project infrastructure.

SPU desires to acquire the temporary and permanent property rights through voluntary acquisitions. However, this legislation includes authorization for condemnation should efforts to conclude voluntary acquisitions not be successful.

This legislation also accepts easements and other property rights that have already been acquired and are necessary to construct, operate and maintain the Project and the 3rd Avenue West Water Main Replacement Project in Fremont. (A temporary access easement is shared by both projects).

Finally, this legislation requests authorization to terminate an obsolete 1908 Milwaukee Terminal Railway Co easement existing on property already acquired for the Project. The easement area does not contain any railroad infrastructure and is outside of current railroad corridors.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ☐ Yes ☒ No

Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

The following costs will be paid for using a previous appropriation.

SPU will pay one affected property owner an estimated fair market value of up to \$5,000 total for the temporary use of their property during construction. The basis for the estimate assumes a construction duration on private property of 12 months for maintenance hole construction.

The Project's construction of new sewer lines in 28th Ave NW will interfere with a private side sewer's connection to the public sewer in 28th Ave NW. As a remedy, SPU will pay for the change in elevation of the side sewer so that it maintains its current connection to the public sewer in 28th Ave NW. These properties are included in this ordinance because SPU needs signed agreements from the owners for the side sewer work that includes temporary access to the property.

The Project's construction requires moving a Seattle City Light electrical vault onto private property and the acquisition of an easement. SPU will pay the affected property owners an estimated fair market value of \$10,000 to \$20,000 for the permanent easement and temporary

construction easement. The permanent easement obtained will be placed under the jurisdiction of Seattle City Light.

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

Yes. Changes to the sewer system in the public right-of-way around the intersection of NW 56th St and 28th Ave NW create an unavoidable impact to a side sewer on this street (due to changes in sewer main elevations). Work on private property is required to replace the side sewer and connect it to a new sewer main.

Not implementing this legislation would require SPU to build a second non-standard sewer main in 28th Ave NW (in addition to dry weather and wet weather mains) to avoid all work on private property during construction. All other construction impacts on 28th Ave NW would still occur. The current design of the system would require additional design and engineering costs as well as schedule delays that could impact Consent Decree deadlines, which could result in financial penalties to the City.

In order to construct a proposed maintenance hole on 24th Ave NW near NW 54th St, SPU's contractor would need temporary access on property for working space around the excavation. Without this property right, SPU's contractor would require additional time and specialized equipment to construct the maintenance hole, which would result in significant cost increases to construction.

Leaving the electrical vault in its current location would impede the construction of planned SCWQP infrastructure.

The above impacts are estimated to increase project costs by approximately \$700,000.

4. OTHER IMPLICATIONS

- a. Does this legislation affect any departments besides the originating department?**
Yes. The electrical vault easement will be placed under Seattle City Light's jurisdiction.
- b. Is a public hearing required for this legislation?**
No.
- c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?**
No.
- d. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**
Yes.

e. Does this legislation affect a piece of property?

Yes. This legislation authorizes SPU to acquire temporary construction easements in Ballard and Fremont. See **Attachment 2** of the ordinance for a list of affected properties and **Attachment 3** of the ordinance for maps of the affected properties.

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

This legislation does not disproportionately negatively impact black, indigenous, people of color (BIPOC), disadvantaged, or distressed communities. Property owners impacted by the public's need for temporary property rights will be compensated fair market value, as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), a federal law to provide uniform, fair and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects.

SPU's policy is to translate outreach materials and provide interpretation services at public events when working in neighborhoods where over 5% of the population speaks a language other than English. For the Ship Canal project area we are below this threshold (See chart). However, in an effort to be as inclusive as possible, we include an interpretation services box (also see below) on all of our public outreach materials and website should a resident want to request a material in another language. Additionally, we have on-call interpretation services that can be provided if needed.

g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?

N/A

List attachments/exhibits below: None.

Ship Canal



WATER QUALITY PROJECT



Seattle
Public
Utilities



King County

Ordinance Authorizing SPU Property Rights

Transportation and Utilities Committee

December 2, 2020



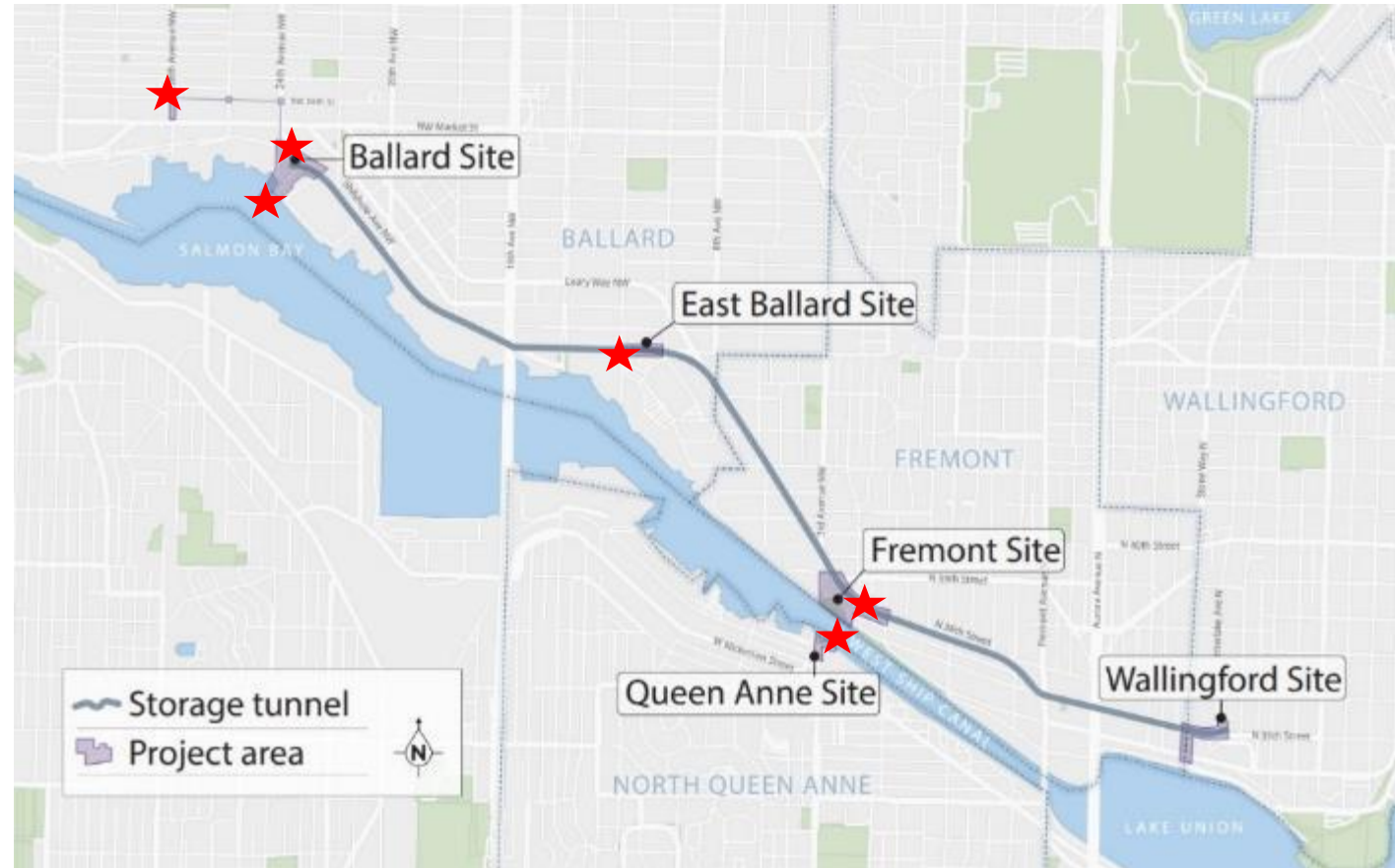
Outline

- Summary and background
- Review of proposed property rights
 1. Ballard temporary easements
 2. SCL electrical permanent easement
 3. Acceptance and relinquishment of project-related easements and other property rights



Ship Canal Water Quality Project

- In 2018, **84% of the city's combined sewer overflows** came from the combined sewers in Crown Hill, Ballard, Fremont, Wallingford, Queen Anne, Downtown and Capitol Hill.
- Project will capture and store **more than 29 million gallons of untreated stormwater and sewage**
- **75 million gallons of polluted stormwater and sewage** will be diverted from Lake Washington Ship Canal, Salmon Bay and Lake Union on average each year.
- Proposed ordinance would authorize additional temporary and permanent property rights (at ★ locations)



Ballard Temporary Property Rights



1. Townhome complex driveway required to replace impacted side sewer
2. Small portion of Pacific Fisherman parking lot required to build maintenance hole in the right-of-way

Ballard Temporary Property Rights



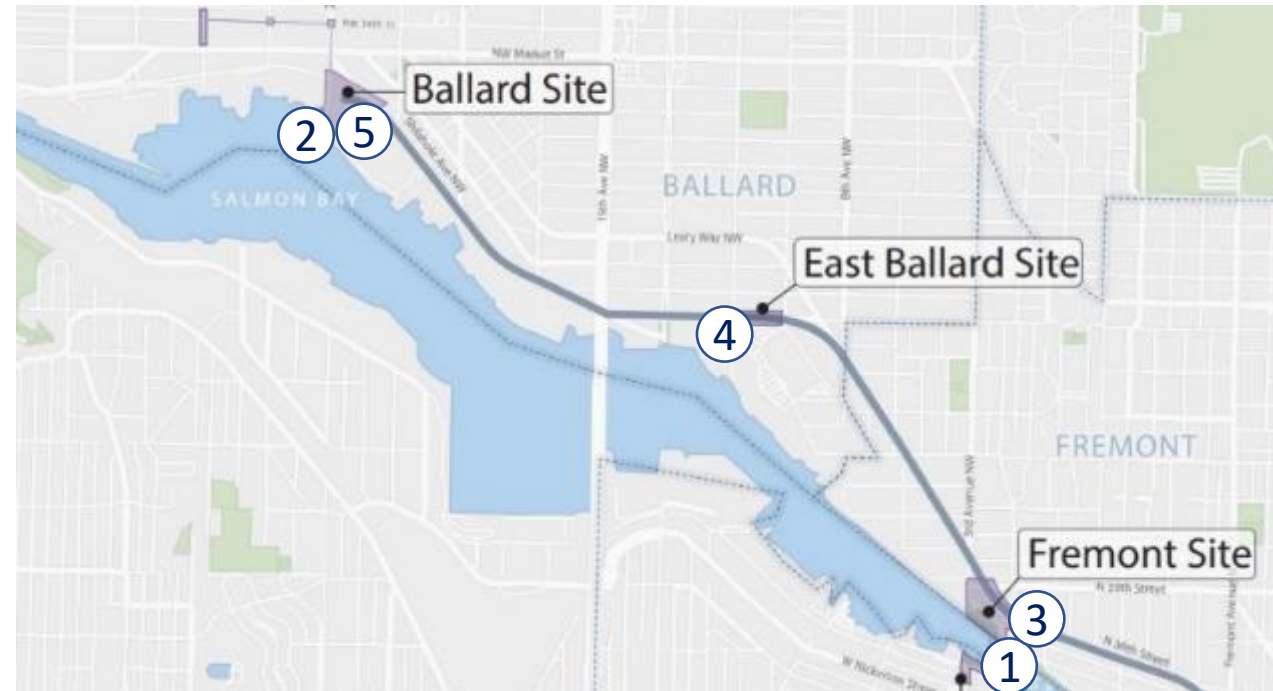
Fremont SCL Easement

- SCL Easement required to site electrical vault on private property (parking lot of large parcel pictured)
- Property is encumbered by existing parking easement (smaller parcel pictured) in same location.

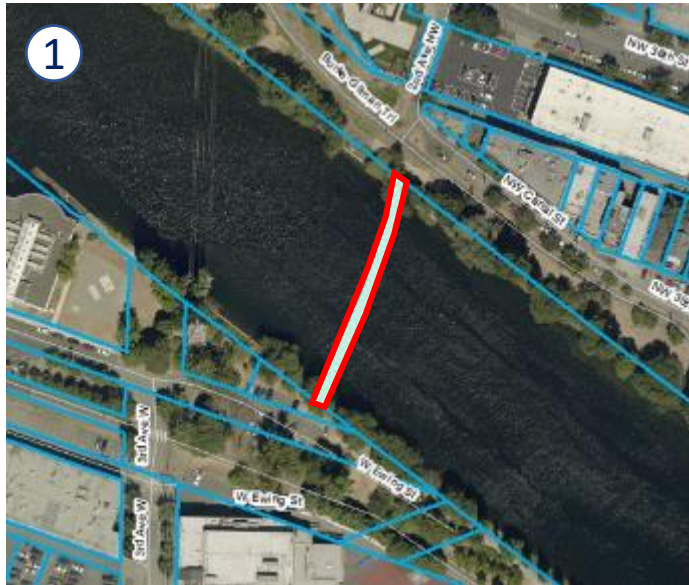


Acceptance of Project-Related Easements and Other Property Rights

1. US Army Corps of Engineers (USACE) Easement for Pipeline Right-of-Way (under Ship Canal)
2. USACE Permit for replacement of 24th Ave NW Pier
3. Fremont West Office LLC Access Easement
4. Mobile Properties LLC Temporary Construction Easement
5. Terminate easement granted to Milwaukee Terminal Railway Company (1908)



Acceptance of Project-Related Easements and Other Property Rights





Thank You!

For more information, visit SPUshipcanal.participate.online



Legislation Text

File #: CB 119963, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to Seattle Public Utilities; updating water regulations to conform to current standards; making technical corrections; amending Sections 21.04.010, 21.04.020, 21.04.050, 21.04.060, 21.04.080, 21.04.150, 21.04.210, 21.04.300, 21.04.460, 21.04.530, 21.04.580, 21.08.010, and 21.12.020 of the Seattle Municipal Code; repealing Section 21.04.590 of the Seattle Municipal Code; and adding new Sections 21.04.025, 21.04.061, and 21.04.062 to the Seattle Municipal Code. WHEREAS, portions of the City's water code, Subtitle I of Title 21 of the Seattle Municipal Code, were

originally adopted in 1893 and 1935 and have become outdated and inconsistent; and

WHEREAS, it serves the public interest for the City to update provisions of the City's code to be consistent with current terminology and practices; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Section 21.04.010 of the Seattle Municipal Code, last amended by Ordinance 118396, is amended as follows:

21.04.010 Definitions (~~((Number and gender.))~~)

The word "Director" (~~((wherever used))~~) in this (~~((chapter,))~~) Chapter 21.04 means the Director of Seattle Public Utilities(~~((, and any act in this chapter required or authorized to be done by the Director, may be done on behalf of the Director by an authorized officer or employee of the Seattle Public Utilities))~~). The word "person" (~~((wherever used))~~) in this (~~((chapter))~~) Chapter 21.04 means and includes natural persons of either sex, associations, copartnerships, and corporations whether acting by themselves or by a servant, agent, or employee(~~((; the singular number includes the plural and the masculine pronoun includes the feminine))~~).

Section 2. Section 21.04.020 of the Seattle Municipal Code, last amended by Ordinance 124919, is

amended as follows:

21.04.020 Connection to water supply system - Application((-))

Any person desiring ~~((to have premises connected with))~~ connection to the water supply system of the City shall ~~((present at the office of the))~~ make application to Seattle Public Utilities. ~~((a copy of a building permit or a regular certified copy from the Director of the Seattle Department of Construction and Inspections, containing the applicant's name, description of the lot, block, and addition, and the official house number of the premises on))~~ The application, provided by Seattle Public Utilities, shall require, at a minimum, the legal property owner's name, the address(es) as assigned by the permitting agency for which water is desired, and ~~((shall make application therefor upon a printed form to be furnished for that purpose. The application shall contain the description of the premises where such water is desired, specify the size of service pipe required, state fully the purposes for which water is to be used, be signed by the))~~ a site plan. The legal owner of the ~~((premises))~~ parcel to be served or the owner's ~~((duly))~~ authorized ~~((agent, and be filed in))~~ representative shall sign and file the application with the office of the Director. At the time of filing ~~((such))~~ the application the applicant shall pay to the Director ~~((of Finance and Administrative Services, and make receipt therefor,))~~ the fees for installation of water services ~~((provided in this Chapter 21.04)).~~

Section 3. A new Section 21.04.025 is added to the Seattle Municipal Code as follows:

21.04.025 Domestic connection requirements

No permit exempt well, as provided for under RCW 90.44.050, shall be allowed in lieu of a connection to the water supply system of the City for domestic water use.

Section 4. Section 21.04.050 of the Seattle Municipal Code, last amended by Ordinance 123361, is amended as follows:

21.04.050 Connection - City responsibility((-))

Upon the presentation at the office of the Director of Finance and Administrative Services' receipt for the

installation fees and the execution of the contract provided for in Section 21.04.030, the Director shall cause the premises described in the application, if the same abut upon a street in which there is a City water main, to be connected with the City's water main by a service pipe extending at right angles from the main to the property line, except as provided in Sections 21.04.060, 21.04.061, 21.04.062, 21.04.070 and 21.04.080. The City connection, which shall include a union placed at the end of pipe, and a stopcock placed within the curblin, shall be maintained by and kept within the exclusive control of the City.

Section 5. Section 21.04.060 of the Seattle Municipal Code, last amended by Ordinance 123538, is amended as follows:

21.04.060 ~~((Connection-Where permanent structure erected-Premises not abutting street with water main-Limitations.))~~ Permanent structures and relocating water connections

~~((A-))~~ Whenever it has been ascertained that a retaining wall, ornamental wall, ~~((or))~~ landscape rockery, or any other form of permanent structure is to be, or has been, erected upon any portion of a City street or public place in which a water service connection has been installed, the Director may cause the relocation or readjustment of such water service connection or any portion thereof. The cost of such relocation or readjustment shall be charged ~~((against))~~ to the property ~~((at))~~ owner upon which the ~~((erection of the permanent))~~ structure~~((, as hereinabove referred to,))~~ is ~~((to be))~~ or has been ~~((done, and to the property owner thereof))~~. In no case shall the City be required to maintain or repair any portion of the service connection between the union and property line.

21.04.061 Water mains required before connections

~~((B-))~~ A. In case of application ~~((for water service))~~ to supply ~~((premises))~~ water service to a parcel not abutting ~~((upon))~~ a street(s) in which there is a standard or suitable City distribution water main to the extent of the parcel boundary, the Director will require construction of a standard distribution water main abutting the property before a connection is made~~((; provided that, under certain conditions, a temporary connection may be provided for the property, or a service to the property of the applicant may be placed along and beneath any~~

~~public street or avenue.))~~ , unless otherwise approved by the Director. The standard distribution water main shall be constructed in the abutting street to the extent of the parcel boundary, as required by the utility for the orderly extension or efficient gridding of the public water system. The standard distribution water main shall be constructed in accordance with the City's Standard Plans and Specifications and other applicable design standards and guidelines. The Director, pursuant to ~~((the Administrative Code))~~ Chapter 3.02(~~(9)~~), shall establish criteria, rules, and procedures ~~((for making the aforementioned exceptions.))~~ to implement this subsection 21.04.061.A.

~~((C.))~~ B. Where water main construction is required and the applicant and/or other property owners jointly wish to construct the required water mains and appurtenances, the Director is authorized to enter into a water main addition or extension agreement as set forth in ~~((the))~~ application and agreement forms ~~((attached as Exhibit "A" to Ordinance 65877 or such revised forms as approved by the City Attorney and adopted by Rule))~~ provided by Seattle Public Utilities.

21.04.062 Service connection limitations

~~((D.))~~ The Director may limit the size and number of service connections ~~((which))~~ that may be allowed for any separate property. No service connection will be allowed from the City mains to any property supplied by water from any other source unless special permission is given by the Director, which special permission may be terminated at any time, if in the judgment of the Director the public interest would be best served.

Section 6. Section 21.04.080 of the Seattle Municipal Code, last amended by Ordinance 118396, is amended as follows:

21.04.080 Separate service connections for each house-Exceptions~~((:))~~

Where there is a water main in front of any premises, the owner of each ~~((house))~~ parcel supplied by City water must install ~~((his own))~~ a separate service connection with the City main, and the premises so supplied will not be allowed to supply water to any other premises, except:

A. ~~((temporarily))~~ Temporarily where there are no mains in the street~~((, provided that such restrictions~~

~~shall not apply to~~)) ; or

B. When services for such supply are already installed (~~unless ((in the judgment of)) the Director ((it is found))~~) finds it necessary to enforce such provisions as to connections already made) (~~(-Provided, further, where))~~) ; or

C. Where two ((2)) or more buildings are supplied by one ((1)) metered service, in which case not less than the minimum rate for premises supplied by meters(~~(, hereinafter provided for,))~~) shall be assessed for each separate building or premises (~~(so supplied)~~).

Section 7. Section 21.04.150 of the Seattle Municipal Code, enacted by Ordinance 72857, is amended as follows:

21.04.150 Unused connections(~~(-)~~)

On all inactive water service connections (~~((unused for a period fifteen (15) years, or more, from date of installation, the City reserves the right: (A) to consider))~~) (i.e., without a meter), the Director may determine the (~~((same))~~) water service to be obsolete or substandard based on age, material, size, location, or other relevant factors, and (~~((remove the service, at the City's option; or (B) to require payment for))~~) require the retirement of the inactive service and installation of a new service.

Section 8. Section 21.04.210 of the Seattle Municipal Code, last amended by Ordinance 118396, is amended as follows:

21.04.210 Discontinuance of service (~~((Reinstallation application Temporary service.))~~)

~~((A-))~~ Unless otherwise approved by the Director, (~~((W))~~) whenever the owner of any premises connected with the City's water supply system desires to discontinue the use of water, (~~((he))~~) the owner shall make written application to have the (~~((meter removed from the service.))~~) water service retired. The actual cost of (~~((removing meter))~~) retiring the water service shall be charged to the property owner, except that the Director may establish standard charges based on a review of prevailing actual costs (~~((of removal of meters. The same rate shall apply~~

for reinstatement)).

~~((B. When it is desired to have a meter reinstalled the owner of the premises to be supplied by such meter shall file an application at the office of the Director on forms provided for the purpose, and shall pay the cost in full for such reinstallation.~~

~~C. The Director shall cause the reinstallation of meters within twenty-four (24) hours after the receipt of application for same. In the event of emergency the Director may, at his discretion, permit the temporary use of unmetered water, such temporary use to be limited to the time of the placing of the meter on the service connection.~~

~~D. In all cases of the City furnishing temporary service within the meaning of this section a charge to be determined by the Director of Seattle Public Utilities based on the actual cost of furnishing the temporary service shall be added to and made a part of the regular meter charges.))~~

Section 9. Section 21.04.300 of the Seattle Municipal Code, enacted by Ordinance 65877, is amended as follows:

21.04.300 City right to shut off water((:))

The City reserves the right ~~((at any time, without notice,))~~ to shut off the water supply for repairs, extensions, nonpayment of ~~((rates))~~ bills, or any other reason, and the City shall not be responsible for any damage, such as bursting of boilers supplied by direct pressure~~((;))~~ , the breaking of any pipes or fixtures, stoppage or interruption of water supply, or any other damage resulting from the shutting off of water.

Section 10. Section 21.04.460 of the Seattle Municipal Code, enacted by Ordinance 65877, is amended as follows:

21.04.460 Separate meters on same service-Rounding off of rates((:))

A. In all cases where water is furnished for purposes other than manufactories, laundries, and elevators on the same service, separate meters must be provided and the water consumer charged at schedule rates, and such consumers must pay for all service connections as provided in this ~~((chapter))~~ Chapter 21.04.

B. In computing meter rates as provided ~~((hereinbefore))~~ in this Chapter 21.04, results ~~((ending in One or Two Cents (\$.01 or .02) will be counted "0"; results ending in Three (\$.03), Four (\$.04), Six (\$.06), or Seven Cents (\$.07) will be counted "5"; results ending in Eight (\$.08) or Nine Cents (\$.09) will be counted "10."))~~ will be rounded to the nearest five cents.

Section 11. Section 21.04.530 of the Seattle Municipal Code, last amended by Ordinance 118396, is amended as follows:

21.04.530 Use of fire hydrants((-))

A. It shall be unlawful for any person, except ~~((when duly))~~ a Fire Department employee or anyone authorized by the Director, ((or who shall be a member of the Fire Department,)) to open, operate, close, turn on, turn off, interfere with, attach any pipe or hose to, or connect anything ~~((with))~~ to any fire hydrant~~((, stop valve or stopcock))~~ belonging to the City.

B. Any person, ~~((other than employees of the))~~ except a Fire Department employee, requiring the use of any hydrant~~((, stopcock or valve))~~ belonging to the City must ~~((make written application for the same in advance))~~ submit an application to the Director for a permit. Approved use of a hydrant shall conform to the conditions of the permit and comply with City and State cross-connection control codes and regulations. ((The Director shall then send a hydrant inspector to open such hydrant, stopcock or valve, and the time of such inspector shall be charged to the person making application for the use of such hydrant, stopcock or valve. Should it be necessary for the inspector to remain at the hydrant, stopcock or valve until the person using the same has secured the necessary supply of water, the full time consumed by the inspector shall be charged to the person securing such service, but in no case shall the charge be less than One Dollar (\$1.00). The Director may require a deposit in advance as a condition for supplying such water.))

C. Any person making application for use of a hydrant as part of a master filming permit pursuant to Section 15.35.010 ~~((of this Code))~~ shall pay only the applicable fee set forth in the Master Filming Permit Fee Schedule.

Section 12. Section 21.04.580 of the Seattle Municipal Code, enacted by Ordinance 65877, is amended as follows:

21.04.580 Violation-Penalty((;))

Any person violating any of the provisions of this ~~((chapter))~~ Chapter 21.04 shall be ~~((deemed))~~ guilty of a gross misdemeanor((;)) and upon conviction ~~((thereof,))~~ shall be punished by a fine ~~((in any sum))~~ not exceeding ~~((One Hundred Dollars (\$100.00),))~~ \$5,000, or imprisonment for a term not exceeding ~~((thirty (30) days,))~~ 364 days, or by both such fine and imprisonment.

Section 13. Section 21.04.590 of the Seattle Municipal Code, last amended by Ordinance 118396, is repealed:

~~((21.04.590 Violation – Reward for securing conviction.~~

~~The Director shall cause a reward not to exceed One Hundred Dollars (\$100.00) to be paid to any person securing the conviction of any person for violation of any of the provisions of this chapter.))~~

Section 14. Section 21.08.010 of the Seattle Municipal Code, last amended by Ordinance 123668, is amended as follows:

21.08.010 Definitions((;))

A. The following words and terms used in this ~~((chapter))~~ Chapter 21.08 shall have the meanings set forth in this ~~((section))~~ Section 21.08.010 unless otherwise indicated by their context:

~~((1-))~~ "Anticorrosion chemical feeding equipment" means any apparatus designed or used to introduce measured quantities of chemicals into the potable hot water supply ~~((in order))~~ to prevent or control corrosion.

~~((2-))~~ "Backflow prevention device" means equipment designed or used to counteract pressures or prevent back siphonage.

~~((3-))~~ "Cross-connection" means a physical arrangement whereby a public water supply is connected, directly or indirectly, to a device ~~((which))~~ that meters, injects, or otherwise applies chemical

substances thereto.

((4.)) "Director of Public Health" means the Director of Public Health-Seattle & King County or ((his authorized representative)) designee.

((5.)) "Licensed steam engineer" means a person holding a currently valid license as a steam engineer, grade III, or superior grade, issued in accordance with ((Ordinance 94595)) Chapter 6.420.

((6.)) "Professional engineer" means a person holding a currently valid license from the state to practice engineering in its sanitary, civil, or mechanical branches, and a corporation qualified to perform such professional services through licensed professional engineers.

((7. "Director of Seattle Public Utilities" means the Director of the Seattle Public Utilities or his or her authorized representative.))

B. Time periods measured by a specified number of days, are computed by excluding the day of the act or default from which the time period begins to run, and including Saturdays, Sundays, holidays, and the last day of the period so computed, but if the last day is a Sunday or legal holiday, performance may be accomplished the following day.

Section 15. Section 21.12.020 of the Seattle Municipal Code, last amended by Ordinance 118396, is amended as follows:

21.12.020 Notice of ~~((cut off))~~ shut off of water supply~~((Publication in official newspaper.))~~

Before allowing the water supply to be ~~((cut))~~ shut off ~~((from))~~ to any portion of the City, the Director of Seattle Public Utilities shall give at least ~~((twenty-four (24)))~~ 24 hours' notice of the intended ~~((cutting off by publishing notice thereof in the City official newspapers, designating the portions of the City affected by such cutting off and the))~~ water shut off to impacted customers. The notice shall include the date and time of outage and probable length of time ~~((that the same will continue, and no cutting off of water))~~ for the water shut off. No water shut off shall be made except after such notice is provided. ~~((; provided, that in the case of))~~ If an accident or emergency ~~((which will))~~ does not permit such notice, the water may be ~~((cut))~~ shut off

~~immediately without notice((, that if the same is not turned on within twenty-four (24) hours, a notice shall be published in the City official newspapers stating the portions of the City affected by such cutting off and the probable length of time that the same will continue))).~~

Section 16. 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 _____, 2020, and signed by me in open session in authentication of its passage this _____ day of _____, 2020.

President _____ of the City Council

Approved by me this _____ day of _____, 2020.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2020.

Monica Martinez Simmons, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	Executive Contact/Phone:
Seattle Public Utilities	Michelle Lange /7-8726	Akshay Iyengar/4-0716

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

1. BILL SUMMARY

- a. **Legislation Title:** AN ORDINANCE relating to Seattle Public Utilities; updating water regulations to conform to current standards; making technical corrections; amending Sections 21.04.010, 21.04.020, 21.04.050, 21.04.060, 21.04.080, 21.04.150, 21.04.210, 21.04.300, 21.04.460, 21.04.530, 21.04.580, 21.08.010, and 21.12.020 of the Seattle Municipal Code; repealing Section 21.04.590 of the Seattle Municipal Code; and adding new Sections 21.04.025, 21.04.061, and 21.04.062 to the Seattle Municipal Code.
- b. **Summary and background of the Legislation:**
Portions of the Water Code were originally adopted in 1893 and 1935. This ordinance would revise outdated and inconsistent terminology and practices providing clarity for the public and SPU staff. The revisions do not impact SPU's budget.

2. CAPITAL IMPROVEMENT PROGRAM

- a. Does this legislation create, fund, or amend a CIP Project? ___ Yes ☒ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

- a. Does this legislation amend the Adopted Budget? ___ Yes ☒ No
- b. Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?
No.
- c. **Is there financial cost or other impacts of *not* implementing the legislation?**
SMC 21.04.580: The proposed modifications would increase the penalty for violating SMC 21.04. The current penalty amount of \$100 and/or up to 30 days of imprisonment was established in 1935 as the penalty for a misdemeanor at that time and has not been updated. The ordinance would use the current standard for a gross misdemeanor, which is \$5,000 and up to 365 days in jail. Although a conviction for a gross misdemeanor is not expected, it could be possible for a severe violation.
- SMC 21.12.020: SPU will save money but not being required to notify customers impacted by a water shutoff via City official newspapers.

4. OTHER IMPLICATIONS

- a. **Does this legislation affect any departments besides the originating department?**

No.

- b. **Is a public hearing required for this legislation?**

No. This legislation is not subject to a public hearing requirement.

- c. **Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?**

No.

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

No.

- e. **Does this legislation affect a piece of property?**

No. The proposal is a non-project legislative action with no specific site.

- f. **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 does not disproportionately impact vulnerable or historically disadvantaged communities.

- g. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s).**

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

- h. **Other Issues:**

List attachments/exhibits below:

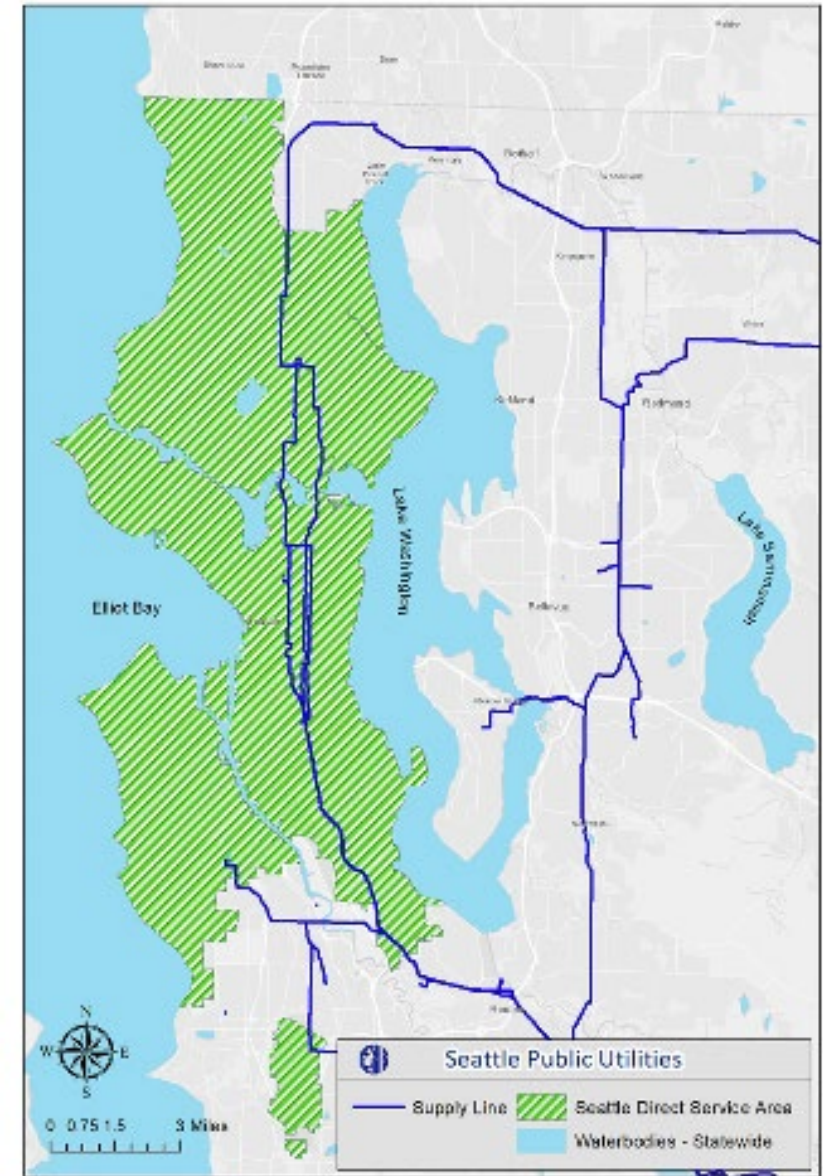
Water Code Amendments

SMC 21.04/SMC 21.12

December 2, 2020

Overview

- Portions of the Water Code were originally adopted in 1893 and 1935.
- This ordinance will revise outdated and inconsistent terminology, practices, and requirements providing clarity for the public and SPU staff.
- This applies to all customers within SPU's Direct Water Service Area, includes:
 - Shoreline, Burien, Renton, Lake Forest Park, Parts of unincorporated King County



Outdated Requirements and Terminology

No.	SMC Reference	Change Needed	Rationale	Anticipated Impact to Customers
1	21.04.025 - Domestic connection requirements. (<i>NEW SECTION</i>)	Add new section to disallow water service from permit- exempt wells.	Strengthen requirement for a direct connection to SPU infrastructure and not allow drinking water wells.	None. We have had one request for a domestic water well in over ten years.
2	21.04.060 B.- Connection—Where permanent structure erected—Premises not abutting street with water main— Limitations. Permanent structures and relocating water connections	1. Clarify water main extension requirements when parcels have frontage on multiple rights-of-way. 2. Delete section allowing temporary connections.	1. Allow unit lot subdivisions which front multiple streets to connect to one existing water main and not build a second water main in the other street. 2. Temporary services were discontinued in 2003.	1. Positive to the development community. 2. None.



No.	SMC Reference	Change Needed	Rationale	Anticipated Impact to Customers
3	21.04.080 - Separate service connections for each house—Exceptions.	Clean-up language. SMC conflicts with SPU’s current policy.	SPU allows one domestic water meter per parcel. The type of structure is irrelevant.	None. This is consistent with SPU practice for decades.
4	21.04.150 - Unused connections.	Clarify requirements for an “inactive service”.	Remove the 15-year non-use timeframe and base the viability of a water service on the material type and condition.	Small percentage of development community impacted.
5	21.04.210 - Discontinuance of service— ((Reinstallation application—Temporary service.))	Clarify SPU will require a water service retirement rather than a water meter removal in most cases.	When meters are removed, we experience: <ul style="list-style-type: none">• Water theft• Undetected water leaks• Deterioration of the water service piping	Small percentage of property owners and the development community impacted.





No.	SMC Reference	Change Needed	Rationale	Anticipated Impact to Customers
6	<u>21.04.300</u> – City right to shut off water	Remove “at any time, without notice” which refers to the City shutting off water supply.	Unless an emergency, there is typically notice to the customer that the water supply will be shut off.	None. Consistent with practice.
7	<u>21.04.530</u> – Use of fire hydrants.	Removing outdated process from the Ordinance.	The current process is outlined in <u>WTR-460.1</u> - Use of Hydrants by Others (Directors Rule).	None. Consistent with practice.
8	<u>21.04.580</u> – Violation Penalty.	Update penalty for violating SMC 21.04 established in 1935.	The existing amount is \$100. The City Attorney’s Office recommended using the current standard for gross misdemeanor.	None. This fine is not regularly applied.
9	<u>21.12.020</u> - Notice of cut shut off of water supply— Publication in official newspaper.	Removing outdated process and communication method from the Ordinance.	Currently customers are notified via door tags.	None. Consistent with practice.





Legislation Text

File #: CB 119962, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager and Chief Executive Officer of Seattle Public Utilities to enter into a stormwater facility construction and maintenance agreement with the State of Washington and grant a non-exclusive easement to the State of Washington for the stormwater facility, upon, under, and across a portion of the south half of the northwest quarter of Section 3, Township 23 North, Range 4 East, W.M., King County, Washington.

WHEREAS, The City of Seattle (“City”), by and through its Seattle Public Utilities Department (SPU) owns a parcel of land adjacent to Interstate 5 north of the Boeing Access Road, which was purchased in 1993 to address the needs of the City’s South Norfolk Street Drainage Project (authorized by Ordinance 116785) and the State of Washington’s (“State”) Tukwila to Lucile St. High Occupancy Vehicle (HOV) and Surveillance, Control, and Driver Information (SC&DI) Stage 1 complementary drainage projects; and

WHEREAS, since time was of the essence, SPU granted the State a construction permit to proceed with construction of stormwater facilities while continuing to negotiate the terms of the Participating Agreement GM1119 between the City and the State; and

WHEREAS, SPU and the State unsuccessfully attempted to reach agreement on the construction and maintenance details of the joint drainage project; and

WHEREAS, SPU has not yet conveyed property rights to the State for the project; and

WHEREAS, the State proceeded to install the stormwater facility necessary for the Tukwila to Lucile St. HOV and SC&DI Stage 1 project on the parcel purchased by SPU, as well as on property owned by the State within the limited access of Interstate 5, based on the construction permit previously granted to the State by SPU; and

WHEREAS, SPU and the State have agreed that the most advantageous solution to the State's stormwater facility on SPU property is the sale of an easement for the existing stormwater facilities; and

WHEREAS, the General Manager and Chief Executive Officer of Seattle Public Utilities has recommended granting the easement; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The General Manager and Chief Executive Officer (CEO) of Seattle Public Utilities or the CEO's designee is authorized to execute for and on behalf of The City of Seattle a Stormwater Maintenance and Operation Agreement with the State of Washington, substantially in the form of Attachment 1 to this ordinance.

Section 2. Upon receipt of payment in the amount of \$6,100, the CEO of Seattle Public Utilities or the CEO's designee is authorized to execute for and on behalf of The City of Seattle an easement with the State of Washington, substantially in the form of the Easement for Access and Stormwater Treatment Facility, attached to this ordinance as Exhibit B to Attachment 1, granting a non-exclusive easement for access to and maintenance of stormwater facilities on City-owned Tax Parcel 0323049223.

Section 3. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2020, and signed by me in open session in authentication of its passage this _____ day of _____, 2020.

President _____ of the City Council

Approved by me this _____ day of _____, 2020.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2020.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Attachment 1 - Stormwater Maintenance and Operation Agreement

Attachment 1

GMB 1119

I-5 MLK-Norfolk Water Quality Treatment Maintenance and Operation

This Agreement is made and entered into between the Washington State Department of Transportation, hereinafter “WSDOT,” and the City of Seattle, hereinafter the “City,” collectively as the “Parties” and individually as the “Party.”

RECITALS

1. The City owns, maintains and operates the I-5 MLK-Norfolk Water Quality Treatment Pond, hereinafter the “SPU Stormwater Facility,” as shown on Exhibit A, Page 2 (approximately).
2. WSDOT owns, maintains and operates two (2) Interstate 5 (I-5) drainage cross culverts, one 48-inch diameter and one 24-inch diameter, hereinafter the “WSDOT Culverts,” located on WSDOT I-5 limited access right of way, as shown on Exhibit A, Page 2 (approximately). The Parties agree WSDOT shall continue to maintain and operate these two WSDOT Culverts, which drain into the SPU Stormwater Facility.
3. WSDOT constructed a stormwater pond, hereinafter the “WSDOT Stormwater Pond,” located north of the WSDOT Culverts and the SPU Stormwater Facility, as shown on Exhibit A, Page 2 (approximately). The WSDOT Stormwater Pond was built in part on WSDOT I-5 limited access right of way that runs alongside Southbound I-5 and in part on City right of way that lies west of WSDOT I-5 limited access right of way.
4. An access road with gate is adjacent to the westernmost lane of Southbound I-5 at Milepost 158.35 (approximately), hereinafter the “I-5 Access Road/SPU Access Road” and the “WSDOT I-5 Access Gate,” as shown on Exhibit A, Page 2.
5. The Parties agree WSDOT shall maintain and operate the WSDOT Stormwater Pond and the WSDOT Culverts.
6. The Parties agree the City shall maintain and operate the SPU Stormwater Facility.
7. WSDOT has asked the City to grant an easement to WSDOT through City right of way for the purpose of WSDOT’s maintenance and operation of the stormwater facilities that are the responsibility of WSDOT, as shown on Exhibit B. WSDOT has requested that the City grant this easement not later than two (2) years from the date this Agreement is executed. If the City does not, within this two (2) year period, grant WSDOT such an easement or grant WSDOT a substantially similar easement to which WSDOT agrees, then this Agreement will terminate two (2) years from the date this Agreement is executed.

NOW, THEREFORE, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, considerations, covenants and performances contained herein, and the attached Exhibit A and Exhibit B which are incorporated by this reference and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. RELOCATION OF FACILITY

- 1.1 Upon at least ninety (90) calendar days written notice to the City's representative identified in Section 5 of this Agreement, WSDOT may, at the sole cost and expense of WSDOT, relocate the WSDOT Culverts as necessary to accommodate public works projects or any WSDOT projects in WSDOT I-5 limited access right of way.

2. WSDOT MAINTENANCE AND OPERATION RESPONSIBILITIES

- 2.1 WSDOT shall, at its sole cost and expense, maintain and operate the WSDOT Stormwater Pond and the WSDOT Culverts.
- 2.2 WSDOT's "Routine Maintenance" of the WSDOT Stormwater Pond and the WSDOT Culverts shall include cleaning and repair, replacement of any failed structure or component, and repair of any damage to City right of way caused by the maintenance and operation of the WSDOT Stormwater Pond and/or the WSDOT Culverts. Implementation of best management practices (BMPs) to minimize sediment transport, restoration of disturbed native vegetation in-kind, and repair of damage resulting from WSDOT work activities shall be part of routine maintenance in accordance with current practice of WSDOT. WSDOT shall maintain the area within a distance of 15-feet of the culvert outfalls. WSDOT shall notify the City's Representative in writing five (5) working days prior to doing Routine Maintenance of the WSDOT Culverts and/or repairing any damage to City right of way. The Parties may, upon mutual agreement, shorten the five (5) working days notification period in a particular instance. WSDOT is not required to notify the City prior to conducting routine maintenance of the WSDOT Stormwater Pond.
- 2.3 For WSDOT's major maintenance, repair and/or replacement work of the WSDOT Culverts, not including Routine Maintenance, WSDOT shall provide the City with notification of the need for such work. The City reserves the right to review any damage occurring from a failure of the WSDOT Culverts. WSDOT has the option to determine the method of repair to the WSDOT Culverts or can defer to the City and allow it to do the repair based on current WSDOT maintenance standards at WSDOT's sole cost and expense.
- 2.4 In the event of an emergency involving the WSDOT Culverts, the WSDOT Stormwater Pond and/or the SPU Stormwater Facility, WSDOT may perform

immediate maintenance and/or repair work without prior notification to the City. If WSDOT performs such emergency work it shall notify the City as soon as reasonably practicable. The City will reimburse WSDOT for the reasonable cost of emergency work for the SPU Stormwater Facility.

3. CITY MAINTENANCE AND OPERATION RESPONSIBILITIES

- 3.1 The City shall, at its sole cost and expense, maintain and operate the SPU Stormwater Facility.
- 3.2 The City's "Routine Maintenance" of the SPU Stormwater Facility shall include cleaning and repair, replacement of any failed structure or component, and repair of any damage to WSDOT I-5 limited access right of way caused by the maintenance and operation of the SPU Stormwater Facility. Implementation of best management practices (BMPs) to minimize sediment transport, restoration of disturbed native vegetation in-kind, and repair of damage resulting from SPU work activities shall be part of routine maintenance in accordance with current practice of the City. The City shall notify WSDOT's Representative in writing five (5) working days prior to repairing any damage to WSDOT I-5 limited access right of way. The Parties may, upon mutual agreement, shorten the five (5) working days notification period in a particular instance. The City is not required to notify WSDOT prior to conducting routine maintenance of the SPU Stormwater Facility.
- 3.3 In the event of an emergency involving the WSDOT Culverts, the WSDOT Stormwater Pond and/or the SPU Stormwater Facility, the City may perform immediate maintenance and/or repair work without prior notification to WSDOT. If the City performs such emergency work it shall notify WSDOT as soon as reasonably practicable. WSDOT will reimburse the City for the reasonable cost of emergency work for the WSDOT Culverts and/or WSDOT Stormwater Pond.

4. RIGHT OF ENTRY

- 4.1 WSDOT grants to the City and its employees, authorized agents, contractors, and/or subcontractors, a right of entry, privilege and permit of ingress and egress onto the I-5 Access Road/SPU Access Road and through the WSDOT I-5 Access Gate, for the purpose of the City's maintenance and operation of the SPU Stormwater Facility and to carry out any other duties specified for the City in this Agreement.
- 4.2 WSDOT will provide an access for WSDOT and for the City through a dual lock system at the I-5 WSDOT Access Gate. The City agrees that it will permit ingress and egress through the I-5 WSDOT Access Gate only to City-authorized personnel and to WSDOT-authorized personnel.

- 4.3 WSDOT grants to the City and its employees, authorized agents, contractors, and/or subcontractors, a right of entry, privilege and permit of ingress and egress over, under, upon and across WSDOT I-5 limited access right of way, for the purpose of the City's maintenance and operation of the SPU Stormwater Facility and to carry out any other duties specified for the City in this Agreement.
- 4.4 The City grants to WSDOT and its employees, authorized agents, contractors, and/or subcontractors, a right of entry, privilege and permit of ingress and egress over, under, upon and across City right of way, for the purpose of WSDOT's maintenance and operation of the WSDOT Culverts and the WSDOT Stormwater Pond and to carry out any other duties specified for WSDOT in this Agreement.
- 4.5 A Party shall not be responsible for damage to facilities and/or right of way caused by the employees, authorized agents, contractors and/or subcontractors of the other Party. If a Party causes such damage it will notify the other Party as soon as reasonably practicable and shall pay to repair the damage. The City and WSDOT agree to work together in good faith to agree upon the required repairs.

5. PARTY REPRESENTATIVES

- 5.1 All notification or contact pursuant to this Agreement shall reference GMB 1119 and be directed to the Party representatives or designated representatives, as follows:

City of Seattle	Washington State Department of Transportation
Arnel Valmonte Project Manager Seattle Public Utilities 700 Fifth Avenue, Suite 4900 Seattle, WA 98124 Phone: (206) 615-1438 arnel.valmonte@seattle.gov	Jim McBride Maintenance Superintendent, Area 5 Washington State Department of Transportation 10833 Northup Way NE Bellevue, WA 98004 Phone: (425) 739-3734 MCBRIDJ@wsdot.wa.gov

- 5.2 A Party may designate an alternative representative to the individual listed in Section 5.1 and in this event shall notify the other Party in writing.

6. DURATION AND TERMINATION

- 6.1 The term of this Agreement begins on the date the Agreement is executed.

- 6.2 WSDOT has requested that the City grant an easement to WSDOT through City right of way, as shown on Exhibit B, not later than two (2) years from the date this Agreement is executed. If the City does not, within this two (2) year period, grant WSDOT such an easement or grant WSDOT a substantially similar easement to which WSDOT agrees, then this Agreement shall terminate two (2) years from the date this Agreement is executed.
- 6.3 If WSDOT, pursuant to Section 1.1, relocates the WSDOT Culverts in their entirety to a location outside of City right of way and access to the relocated WSDOT Culverts does not necessitate WSDOT's entry onto City right of way, then the WSDOT Culverts shall no longer be subject to this Agreement.
- 6.4 Except as provided in Section 6.2 and/or Section 6.3, this Agreement may be terminated only if mutually agreed upon by the Parties. Conditions of termination shall be mutually agreed upon in writing and shall not be binding unless signed by persons authorized to bind each of the Parties.
- 6.5 Any termination of this Agreement shall not prejudice any rights or obligations accrued to WSDOT and the City prior to termination.

7. GENERAL PROVISIONS

7.1 Amendment

- 7.1.1 This Agreement may be amended or modified only by the mutual agreement of the Parties except as provided in Section 7.1.2 below. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.
- 7.1.2 Where it is necessary to amend this Agreement due to relocation of the WSDOT Culverts, the Parties shall negotiate any changes in good faith and without delay. Any amendment to this Agreement made as a consequence of relocation of the WSDOT Culverts shall not become effective until signed by persons authorized to bind each of the Parties.

- 7.2 Indemnification and Waiver: Each of the Parties shall protect, defend, indemnify, and hold harmless the other Party and its officers, officials, employees and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgements, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, that Party's obligations performed or to be performed pursuant to the provisions of this Agreement. No Party shall be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the


Parties, their agents, officials or employees, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials or employees. The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees or agents. For this purpose only, **the Parties, by mutual negotiation, hereby waive**, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. This indemnification and waiver shall survive the termination of this Agreement.

7.3 Disputes and Venue

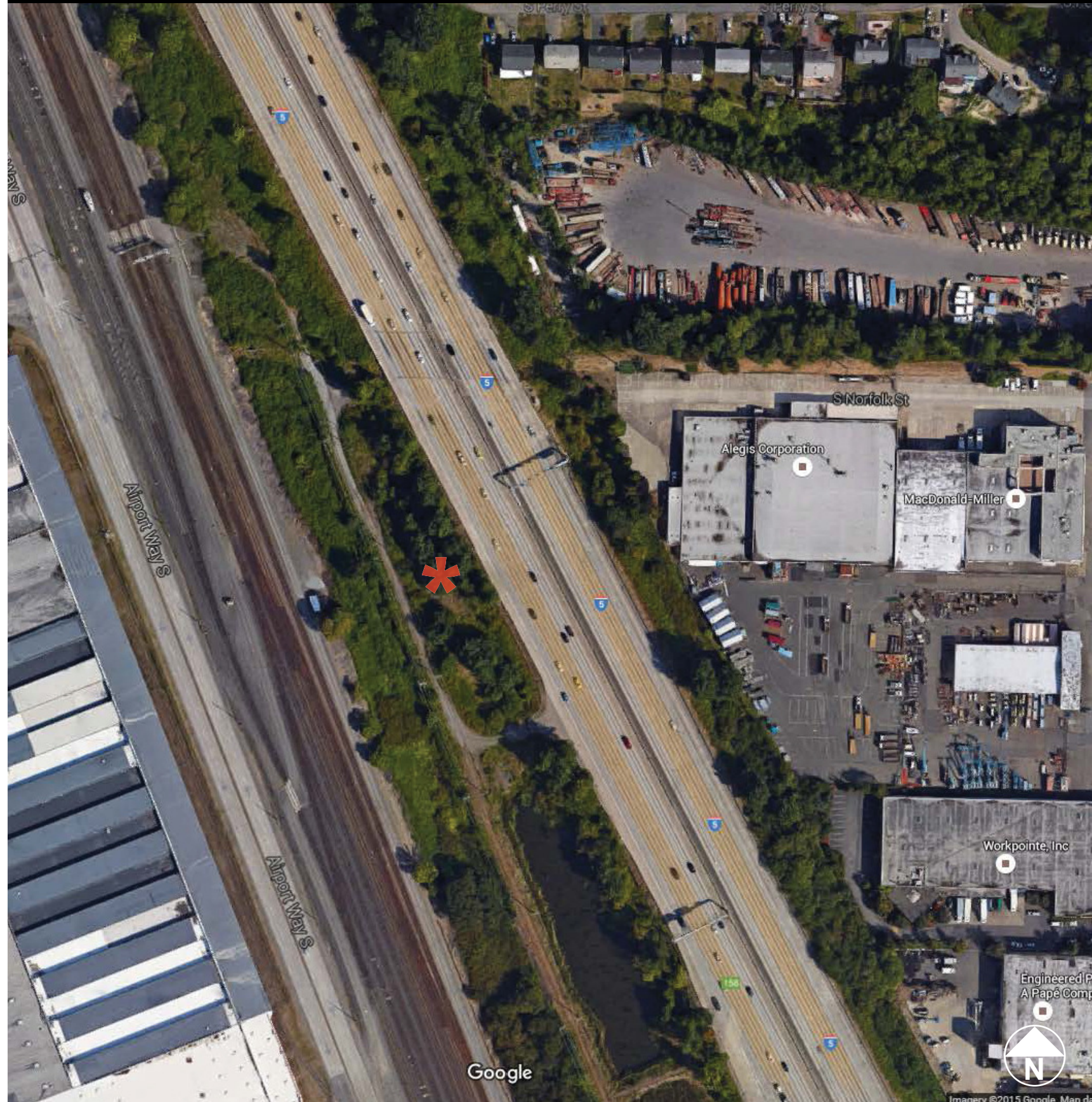
- 7.3.1 In the event a dispute arises under this Agreement, WSDOT and the City representatives shall work in good faith to resolve the matter as expeditiously as possible.
- 7.3.2 If the Parties cannot reach a resolution, the City and WSDOT shall each appoint a member to a Disputes Board. These two members shall select a third member not affiliated with either Party, who shall serve as chairman, to serve on the Disputes Board. The three-members of the Disputes Board shall conduct a dispute resolution hearing that shall be informal and unrecorded and shall furnish a written decision which shall not be binding on the Parties. The Parties agree that this disputes process must be followed before filing any litigation concerning the dispute. Each Party shall be responsible for its own attorney fees and costs, and each Party agrees to pay one-half of all expenses of the third board member.
- 7.3.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceeding shall be brought in the Superior Court situated in Thurston County, Washington. Further, the Parties agree that each will be solely responsible for payment of their own attorneys' fees, witness fees, and costs.
- 7.4 Records and Audit: All records for maintenance, operation and/or repair work done pursuant to this Agreement shall be held and kept available for a period of six (6) years from the date of this Agreement's termination for inspection and audit by WSDOT, the City and the Federal government. Each Party shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should a Party require copies of any records from the other Party, the requesting Party agrees to pay the reasonable costs thereof. In the event of litigation or claim arising from the performance of this Agreement, the City and WSDOT agree to maintain the records and accounts until such litigation, appeal or claims are finally resolved. This section shall survive the termination of this Agreement.

- 7.5 Calendar Day: Calendar day means any day on the calendar including Saturday, Sunday or a legal local, state, or federal holiday.
- 7.6 Working Day: Working day means any day other than Saturday, Sunday, or a legal local, state, or federal holiday.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date last signed below.

City of Seattle	Washington State Department of Transportation
<u>Sign and Date:</u>	<u>Sign and Date:</u>
Name: Title:	Dave McCormick Assistant Regional Administrator Maintenance Operations – NW Region
Approved as to Form City of Seattle	Approved as to Form Washington State Department of Transportation
<u>Sign and Date:</u>	<u>Sign and Date:</u>  8/26/2020
Name: City Attorney	Mark Schumock Assistant Attorney General

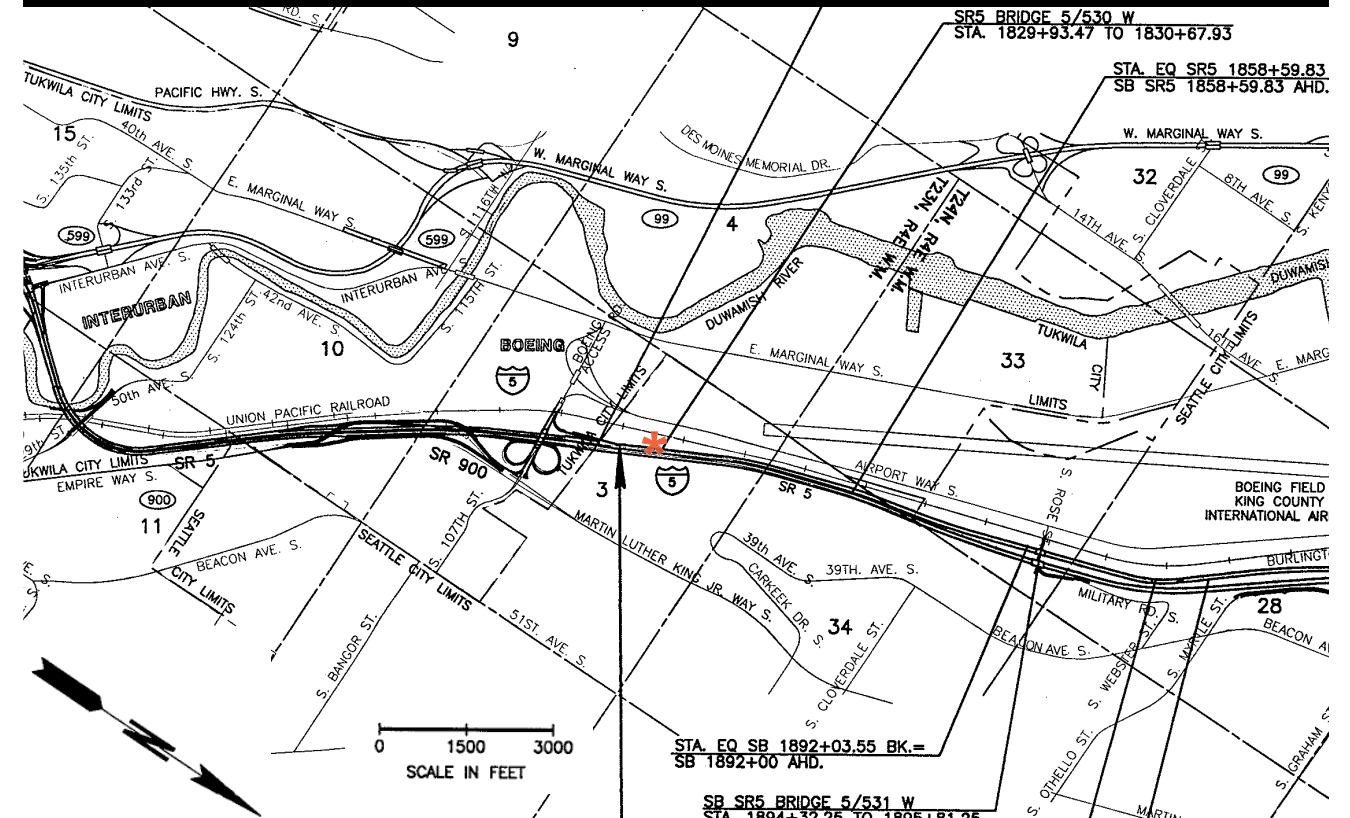
AERIAL MAP

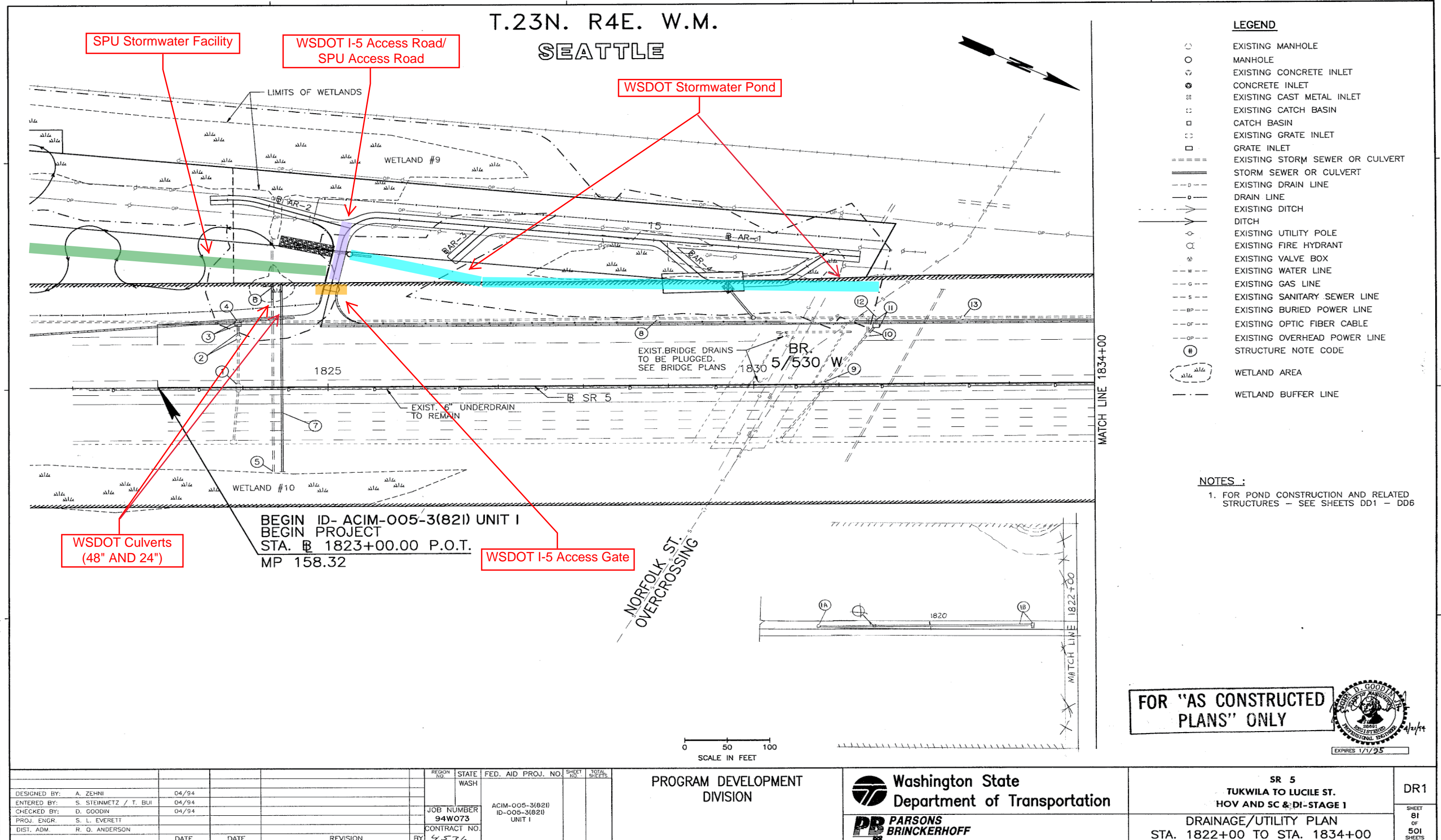


SITE INFORMATION

LOCATION:	SR 5 MP 158.5
FACILITY TYPE:	COMBINED WET/DETENTION POND
MAINTENANCE RESPONSIBILITY::	WSDOT
DESIGN:	OL-1859 CONSTRUCTION: 014536 JOB NUMBER: 94W073
HYDRAULIC REPORT:	TBD
MODIFIED BY:	N/A
SITE DESCRIPTION:	THIS IS A 2-CELL FACILITY PROVIDING SEDIMENT REMOVAL,DETENTION, AND WATER QUALITY TREATMENT FROM A BIOSWALE. THE CELLS ARE SEPARATED BY EARTHEN BERMS AND ALL CELLS HAVE A GEOSYNTHETIC CLAY LINER. THIS FACILITY DOES NOT HAVE A GRAVITY DRAIN NOR A SEDIMENT GAGE.
AS-BUILT FIELD VERIFICATION:	7/12/2016
SURVEY BENCH MARK:	LID OF THE INLET CONTROL STRUCTURE
DISCLAIMER:	<ul style="list-style-type: none"> • NOTIFY MAINTENANCE SUPERVISOR IF THE BMP IS NOT CHARACTERISTIC OF THIS OWNER'S MANUAL TO FACILITATE MAINTENANCE ACTIVITIES. CONTACT MAINTENANCE SUPERINTENDENT BEFORE ANY MAINTENANCE TAKES PLACE. • IF SENSITIVE AREAS OR BUFFERS ARE ADJACENT TO FENCE LINE OR POND BERM, CONTACT NW REGION ENVIRONMENTAL PROGRAM MANAGER OR MAINTENANCE AREA BMP LEAD TECH PRIOR TO STARTING ANY WORK. • LET ANY POND WATER SETTLE FOR DISTURBED POND AREAS PRIOR TO DISCHARGING. FOR PONDS WHERE RISK OF OVER TOPPING EXISTS, WATER MAY NEED TO BE TREATED BEFORE DISCHARGE. • GRAVEL FILTERS ARE TO BE PROTECTED FROM TURBID WATER DURING MAINTENANCE WORK. FOLLOW REQUIREMENTS FOR CONSTRUCTION TESC.

VICINITY MAP





After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P O Box 47338
Olympia WA 98504-7338

Document Title: Easement

Reference Number of Related Document: N/A

Grantor: The City of Seattle, Seattle Public Utilities Department

Grantee: State of Washington, Department of Transportation

Legal Description: Ptn S½ of the NW¼ of Section 3, T23N, R4E, WM, King County

Additional Legal Description is on Page 10 of Document

Assessor's Tax Parcel Number: Ptn 032304-9223

EASEMENT for ACCESS & STORMWATER TREATMENT FACILITY

State Route 5, South 126th St. to Norfolk St.

This EASEMENT for ACCESS & STORMWATER TREATMENT FACILITY ("Easement") is made this ____ day of _____, 2020, by and between The City of Seattle, a municipal corporation of the State of Washington, acting by and through its Seattle Public Utilities Department ("City"), and the State of Washington, acting by and through its Department of Transportation ("State").

RECITALS

Whereas, the City owns a parcel of land adjacent to Interstate 5 north of the Boeing Access Road which was purchased in 1993 to address the needs of the City's South Norfolk Street Drainage Project (authorized by City of Seattle Ordinance 116785) and the State's Tukwila to Lucile St. HOV and SC & DI Stage 1 complimentary drainage projects, and

Whereas, time was of the essence, the City granted the State a Construction Permit to proceed with construction of stormwater facilities while continuing to negotiate the terms of the Participating Agreement GC10284 between the City and the State, and

EASEMENT

Whereas, the City and State attempted to reach agreement on the construction and maintenance details of said joint drainage project, agreement was never reached and no property was transferred by the City to the State, and

Whereas, the State proceeded to install the stormwater facility necessary for their Tukwila to Lucile St. HOV and SC & DI Stage 1 project on the parcel purchased by the City as well as on property owned by the State within the limited access of Interstate 5 based on the CONSTRUCTION PERMIT previously granted to the State by the City, and

Whereas, the City and the State have agreed that the most advantageous solution to the State's stormwater facility on City property and limited access State owned property is the sale of an easement for the existing stormwater facilities, and

Whereas, the City and the State have agreed to a joint Maintenance Agreement under GMB 1119, and

NOW THEREFORE, for and in consideration of SIX THOUSAND ONE HUNDRED AND NO/100 Dollars (\$6,100.00), and the mutual covenants and agreements hereinafter set forth herein, and other valuable consideration, it is agreed by and between the parties hereto as follows:

A. EASEMENT GRANT AND AGREEMENT

1. Subject to the purpose, terms, conditions, and restrictions herein described, the City hereby grants and conveys to the State a nonexclusive easement for the operation and maintenance of existing State stormwater facilities, upon, under and across that portion of the City's parcel, as legally described in Exhibit A (the "Easement Area") and depicted in Exhibit B, attached hereto, including the rights of ingress and egress to the Easement Area across the areas shown in Exhibit B. The State acknowledges it has had the opportunity to access and inspect the Easement Area and the entire City parcel, including the areas for ingress and egress, and that the City makes no representations or warranties, express or implied, including without limitation, any fitness for a particular purpose, all such warranties being hereby expressly denied with respect to the Easement Area and the City's parcel. Accordingly, the State accepts the Easement Area, including the rights of ingress and egress, in its "As, Is, Where Is, and With All Faults" condition.

EASEMENT

2. All references to the City's activities or use of any property owned or controlled by the City including the Easement Area, shall also apply to City successors, assigns, officers, employees, agents, consultants, contractors, representatives, invitees or licensees.
3. All references to the State's activities or use of the Easement Area shall also apply to its successors, assigns, officers, employees, agents, consultants, contractors, representatives, invitees or licensees.

B. RIGHTS RESERVED BY THE CITY

1. City shall have the right to install, repair, replace, maintain, operate and make lateral connections to any of its existing or future drainage facilities and appurtenances, electrical transmission and distribution facilities, or other City improvements within said easement area.
2. City shall not be liable for the relocation or repair of State's stormwater facilities, or other State improvements within the Easement Area by reason of such work or operations or for damage to roadway, stormwater facilities or other State improvements within said easement area, except where such damage is caused by the sole or comparative negligence of the City, its agents or employees.
3. City reserves the right to grant or deny permission to use or occupy the Easement Area for any other purpose, including use by State or other utility agencies; provided that such use or occupancy shall not unreasonably conflict with the purposes herein granted.

C. STATE'S USE OF THE EASEMENT AREA

1. State shall be responsible for the maintenance of State's stormwater facilities within the Easement Area, which shall be at no cost or expense to City.
2. The use of the Easement Area by the State shall in no way interfere with present or future use of said property by City for drainage or water lines or facilities, overhead or underground electrical transmission or distribution facilities, or for other City purposes.
3. The Easement Area is for the purpose of operating and maintaining an existing stormwater facility designed and constructed by State.

EASEMENT

4. State has the right to use the existing roadway for ingress and egress to the Easement Area. Use of the existing roadway by State includes restoration to its condition prior to any construction or maintenance activities by State.
5. State shall access the Easement Area via their existing access point from Interstate 5 at approximately Highway Engineer's Station HES 2749+50.
6. State shall be responsible for the maintenance of the gate and all associated costs at the State's access point from Interstate 5 at approximately Highway Station HES 2749+50. Said access point, which also serves Seattle City Light and Seattle Public Utilities, shall be gated and locked when not in use. If ramp and/or lane closure is necessary during the use of this access, or for the City's maintenance schedule, a Traffic Control Plan shall be approved by the State before commencing.
7. State shall acquire no right or interest in the Easement Area, or to the occupancy of same, or any part thereof, other than as herein described.
8. Before undertaking any construction, repair or maintenance of the roadway or stormwater facilities, plans and specifications must be submitted to and approved in writing by Seattle Public Utilities.
9. This easement specifically does not allow any City utility infrastructure within the Easement Area to be altered, moved, or adjusted, unless plans and specifications have been submitted to and approved in writing by Seattle Public Utilities, any other City Department, or other entity already operating infrastructure within the Easement Area. If approved, all alterations, moving or adjusting of infrastructure shall be paid for by the State or its agents or its permittees.
10. The City has the right to stop work or modify any approved plans, if the City determines that work is not being performed as approved, there is a safety issue, or that City facilities or the facilities of others are at risk.
11. No City approval contemplated by this Agreement may be taken as an assumption of liability or a representation that any submission is in compliance with any applicable laws, standards, or regulations.

EASEMENT

D. COMPLIANCE WITH LAWS AND REGULATIONS

1. The use of the Easement Area is subject to all applicable rules, regulations and laws governing the construction, operation and maintenance of such use, including environmental laws.
2. Purpose, terms, conditions, and restrictions herein described shall not be construed to replace or to be used in lieu of any permit or licenses which may be required, granted or supervised by any agency or subdivision of government with jurisdiction over State's facilities.

E. UTILITIES IN THE EASEMENT AREA

1. In addition to the purposes of this Agreement, other public utilities may be allowed in the Easement Area by City permit, subject to plans and specifications being submitted to and approved in writing by Seattle Public Utilities. Approval shall not be unreasonably withheld. Public utilities are defined as governmental or quasi-governmental entities or legally registered companies providing public utility services. Seattle Public Utilities will charge its then applicable fees for the permit, including administration of the application and writing the permit, plan review, and operational oversight of the proposed installation.
2. Utility agencies must restore the roadway and Easement Area at the time of the utility installation. Restoration shall be only as approved by both the City and State, and to the specifications of any agency or subdivision of government having jurisdiction.

F. RELEASE AND INDEMNIFICATION

1. State shall defend, indemnify and hold harmless City, City's officials, employees, agents, and representatives from and against any and all claims, liens, demands, actions, costs, losses, expenses, harm, damages, and liability of any kind or character asserted or arising from, on account of, or in connection with: (a) State's exercise of its rights and obligations under this Agreement, (b) the acts or omissions of State (and State's officials, employees, agents, consultants, contractors, representatives, or licensees in or upon the Easement Area), or (c) any damage to or failure of the roadway, storm drain or other State improvements resulting in any damage or injury to any person or property, or any interest of any person or entity whatsoever; provided however, nothing herein shall require State to so indemnify and hold

EASEMENT

harmless City to the extent of the negligence or other fault on the part of the City, its officials, employees, agents, consultants, contractors, representatives or licensees.

2. State agrees to maintain compliance with any and all environmental laws and not to cause or permit the Easement Area to become contaminated with any hazardous substances in violation of such environmental laws. In the event that any property becomes contaminated as a result of the use of the Easement Area by State, its officials, employees, agents, consultants, contractors, representatives, licensees, invitees or visitors, State agrees to clean up and remediate damage to such property and to bring it into compliance with all applicable environmental laws. State agrees to indemnify, release and hold harmless the City from any environmental liability which may arise out of, result from, or be related to the past, present, or future contamination of the Easement Area by State, its officials, employees, agents, consultants, contractors, representatives, licensees, invitees or visitors. For purposes of this paragraph, "environmental laws" shall mean any local, state or federal law, regulation, ordinance, order or other source of law, now or hereafter in effect relating to the protection of human health or the environment including, but not limited to: the Federal Clean Air Act; the Federal Water Pollution Control Act; the Federal Safe Drinking Water Act; the Federal Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Federal Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Federal Occupational Safety and Health Act; the Federal Emergency Planning and Right-to-Know Act of 1986; the Federal Hazardous Materials Transportation Control Act of 1980; the Federal Water Act of 1977; the Federal Insecticide, Fungicide and Rodenticide Act; the Federal Waste Management Recovery and Recycling Act; the Washington Hazardous Waste Management Act; the Washington Hazardous Waste Fees Act; Washington Model Toxics Control Act; the Washington Nuclear Energy and Radiation Act; the Washington Radioactive Waste Storage and Transportation Act; the Washington Underground Petroleum Storage Tanks Act; and any regulations promulgated thereunder from time to time.
3. Any and all damage or injury done to the Easement Area, City municipal utility facilities, or existing facilities of others, resulting from construction in, and the use of, the Easement Area by State or its agents or its permittees, for the Purposes described in this Easement, must be repaired to the City's and/or other facility owner's satisfaction within thirty (30) days of the occurrence of such damage or of notification to State by the City or other facility owner of the existence of such damage, at the sole cost and expense of State or its agents or its permittees. State

EASEMENT

agrees to require an insurance policy of any of its permittees, in an amount adequate to cover any and all damages to the Easement Area during the construction phase, not less than \$1 million.

4. If State, or its agents or its permittees, has not corrected, or made an acceptable agreement with City to correct any condition caused by State, or any responsible agents or permittees, that the City determines as unacceptable within thirty (30) days of notification by City, City may perform such work, and all reasonable costs incurred shall be paid by State, or any responsible agents or permittees, within 30 days of receipt of an invoice for the work. City may act immediately for conditions which pose a threat to public health, safety or the environment. Any late payments will be charged 1% per month interest.

G. GOVERNING LAW

1. This Agreement shall be construed and governed under Washington Law. Venue for any action between the parties arising from the subject matter of this Agreement will be in King County Superior Court at Seattle.

H. SEVERABILITY

1. If any provision of this Agreement is found to be invalid, the remainder of the provisions of this Agreement that are not materially altered or invalidated shall remain in full force and effect.
2. This Agreement, and each of the terms, provisions, conditions and covenants herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

I. CONTACTS

CITY OF SEATTLE – SEATTLE PUBLIC UTILITIES: (206) 386-1800

STATE – DEPARTMENT OF TRANSPORTATION: (425) 739-3734
(Area 5 Maintenance)

EASEMENT

It is understood and agreed that delivery of this Easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

Dated _____, 2020

THE CITY OF SEATTLE

By: _____
Mami Hara, General Manager and Chief
Executive Officer, Seattle Public Utilities

This deed is executed and delivered pursuant to City of Seattle Ordinance _____.

Accepted and Approved

STATE OF WASHINGTON,
Department of Transportation

By: _____
Hal Wolfe, Northwest Region
Real Estate Services Manager,
Authorized Agent

Date: _____

EASEMENT

STATE OF WASHINGTON)
 : §
County of King)

On this _____ day of _____, 2020, before me personally appeared MAMI HARA, known to me to be the General Manager and Chief Executive Officer of Seattle Public Utilities of the City of Seattle, the municipal corporation named in and which executed the within and foregoing document, and stated on oath that she was authorized to execute the foregoing document on behalf of said municipal corporation and signed the same as the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Notary Seal

Please stay within block.

Notary (print name) _____
 Notary Public in and for the State of Washington,
 residing at _____
 My commission expires _____

EASEMENT**EXHIBIT A**

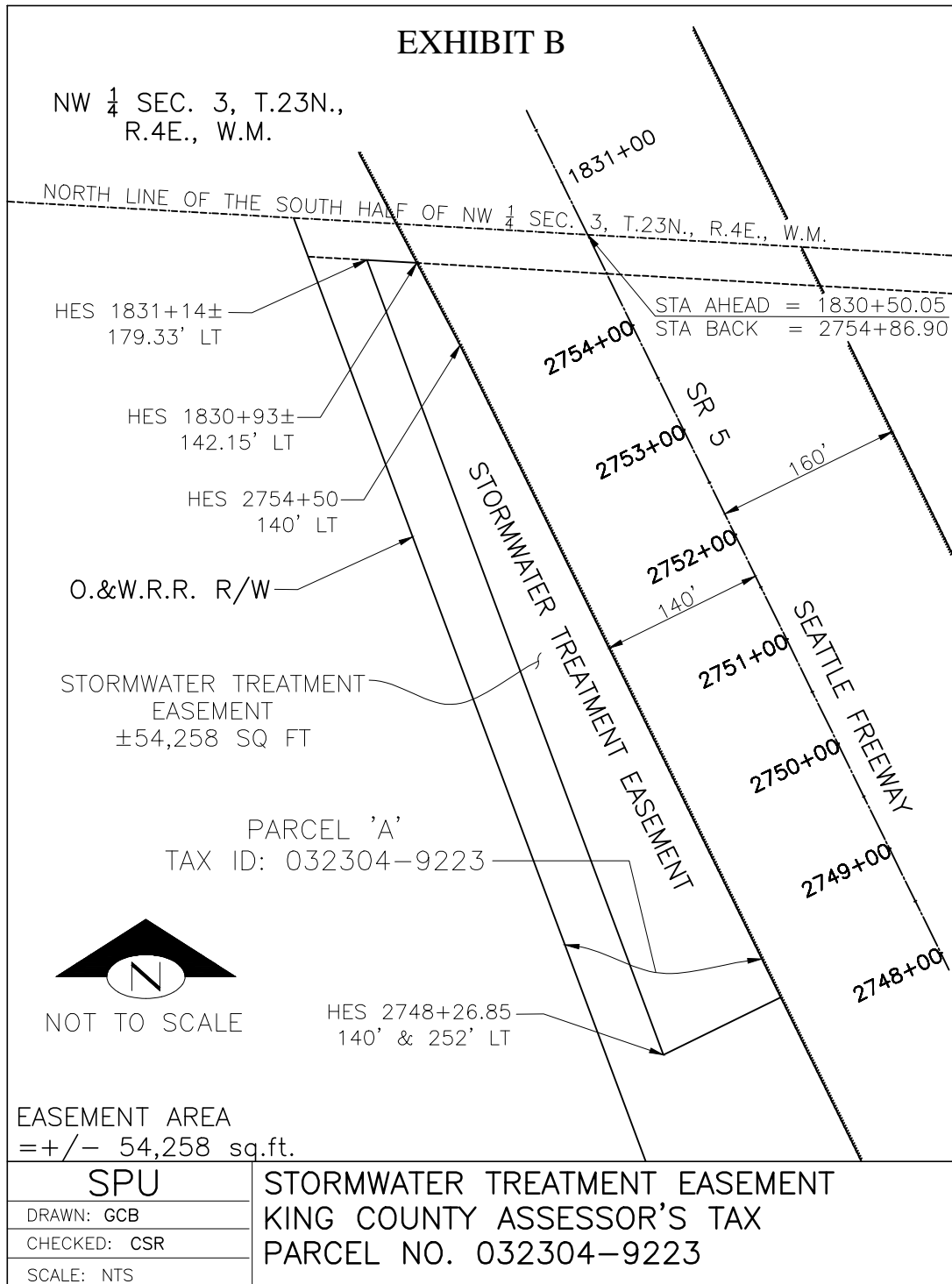
All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 2748+26.85 on the SR 5 line survey of SR 5, South 126th St. to Norfolk St., and 140 feet southwesterly therefrom; thence southwesterly to a point opposite said HES 2748+26.85 and 252 feet southwesterly therefrom; thence northwesterly through equation P.O.T. 2754+86.9 BACK = P.O.T. 1830+50.05 AHEAD to a point opposite HES 1831+14± on said line survey and 179.33 feet southwesterly therefrom, said point lying on the northerly property boundary line of said PARCEL "A"; thence easterly along said northerly property boundary line to a point opposite HES 1830+93± on said line survey and 142.15 feet southwesterly therefrom, said point being the northeast corner of said PARCEL "A"; thence southeasterly along the easterly line of said PARCEL "A" to a point opposite HES 2754+50 on said line survey and 140 feet southwesterly therefrom; thence continuing southeasterly along the easterly line of said PARCEL "A" to the point of beginning.

PARCEL "A"

That portion of the south half of the northwest quarter of Section 3, Township 23 North, Range 4 East, W.M., in King County, Washington, lying easterly of the O & W Railroad (now Union Pacific Railroad) right of way, south of the south margin of South Norfolk Street, and southwesterly of Primary State Highway No. 1 (now SR 5).

The lands herein described contain an area of 54,258 square feet, more or less, the specific details concerning all of which are to be found on sheet 5 of that certain plan entitled SR 5, South 126th St. to Norfolk St., now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval March 13, 1962, revised August 30, 2019.

Grantor's Initials



SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Public Utilities	Sahba Mohandessi/684-7592	Akshay Iyengar/4-0716

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

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager and Chief Executive Officer of Seattle Public Utilities to enter into a stormwater facility construction and maintenance agreement with the State of Washington and grant a non-exclusive easement to the State of Washington for the stormwater facility, upon, under, and across a portion of the south half of the northwest quarter of Section 3, Township 23 North, Range 4 East, W.M., King County, Washington.

Summary and background of the Legislation: The Washington State Department of Transportation and Seattle Public Utilities in 1993 collaborated on constructing drainage facilities for the benefit of both agencies. Under an agreement approved by the parties, the City would purchase property for a joint stormwater facility and WSDOT would build detention ponds, grassy swales and a maintenance access road on the property purchased by the City.

Upon completion of the project, the property was to be transferred to the State. WSDOT built the drainage facilities but the subsequent property transfer did not take place. In 2011 SPU improved City's drainage system on the property and parties agreed to provide WSDOT an easement for maintenance of its water quality ponds. This ordinance would complete the transfer of real property rights envisioned in the agreement between the parties.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ☐ Yes ☒ No

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

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

If the easement is not given to WSDOT it will not have access to its drainage facilities to maintain them, causing them to fail. This would lead to failure of SPU's drainage system, causing flooding of private and public properties

3.b. Revenues/Reimbursements

X This legislation adds, changes, or deletes revenues or reimbursements.
Anticipated Revenue/Reimbursement Resulting from this Legislation:

Fund Name and Number	Dept	Revenue Source	2020 Revenue	2021 Estimated Revenue
DWF 44010	SPU	Easement Fee	\$6,100	
TOTAL			\$6,100	

Is this change one-time or ongoing?

One time

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?
No

b. Is a public hearing required for this legislation?
Yes

c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?
No

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

e. Does this legislation affect a piece of property?
Yes

f. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?
No

g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?

NA

List attachments/exhibits below:

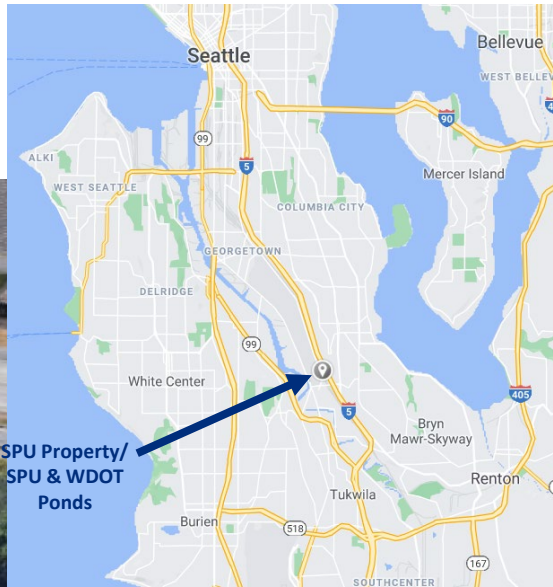
Interagency Agreement with Washington Department of Transportation

Seattle City Council Transportation and Utilities
Committee

December 2, 2020

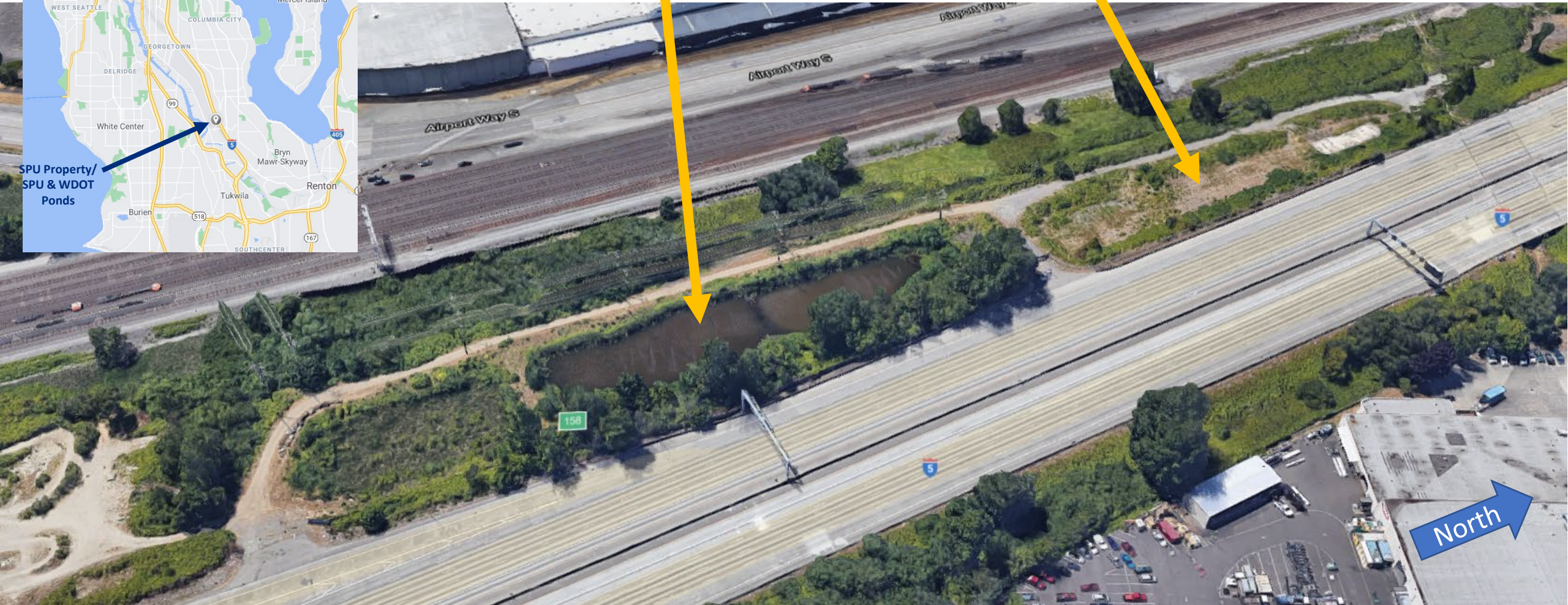
Goal

Authorize SPU to enter into Operations and Maintenance Agreement with WSDOT and grant easement rights to WSDOT for WSDOT to maintain its drainage system on SPU property.



SPU Pond

WSDOT Pond



In 1993 SPU purchased property along I-5, north of Boeing Access Road for SPU and WSDOT drainage projects. WSDOT and SPU each built drainage facilities on SPU's property and parties agreed to:

- Complete an O&M agreement for the drainage facilities; and
- SPU to grant WSDOT property rights for WSDOT to maintain its system on SPU property.

Operations and Maintenance agreement was negotiated over the past two years and includes the property right transfer to WSDOT for a nominal one-time fee payable to the City.

SPU requests the City Council authorize the new interagency agreement.

Questions?





Legislation Text

File #: CB 119953, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to the City Light Department; accepting various easements for overhead and underground electrical rights in King County, Washington; placing said easements under the jurisdiction of the City Light Department; and ratifying and confirming certain prior acts.

WHEREAS, the City Light Department (“City Light”) requires that the owner of a new or altered electrical service obtain for The City of Seattle (“City”) a utility easement whenever City Light conductors must pass over, under, or through the property of another person, or when service equipment such as poles or vaults must be located either on the property being served or the property of a third party; and

WHEREAS, City Light has obtained, on behalf of the City, the necessary easements to provide electrical service from the property owners listed herein; and

WHEREAS, the Seattle City Charter (Article IV, Legislative Department; Section 14, Powers by Ordinance; Fourth, Acquisition and Disposal of Property) requires that all acquisition and disposal of real property interests shall be by ordinance; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The City of Seattle hereby accepts the following easements, each granting to The City of Seattle an easement for overhead or underground electrical distribution rights upon, under and across the real property in King County, Washington, as more particularly described in the document listed after each Grantor’s name:

GRAHAM DORLAND & ALICIA PATTEN; DATED JANUARY 14, 2019; SCL P.M. #230324-4-019;
K.C. RECORDING #20190205000581;

NWB/CSPP-WEST SEATTLE, LLC; DATED JANUARY 10, 2019; SCL P.M. #240313-2-009; K.C.
RECORDING #20190205000312;

ARISE DEVELOPMENT, LLC; DATED DECEMBER 20, 2018; SCL P.M. #240432-3-030; K.C.
RECORDING #20190205000315;

EVERGREEN HOUSING, LLC; DATED DECEMBER 17, 2018; SCL P.M. #230408-4-041; K.C.
RECORDING #20190205000308;

NEIL & ASHLEY HUCK; DATED DECEMBER 06, 2018; SCL P.M. #230301-3-026; K.C.
RECORDING #20190205000582;

CASTLE DEVELOPMENT, LLC; DATED DECEMBER 12, 2018; SCL P.M. #230408-1-040; K.C.
RECORDING #20190205000318;

FIFTH NORTH & ROY, LLC; DATED DECEMBER 18, 2018; SCL P.M. #250430-2-047; K.C.
RECORDING #20190205000317;

STEVEN R. KINTZ AND MARK B. BUCKLEY; DATED MARCH 11, 2017; SCL P.M. #230425-4-
025B; K.C. RECORDING #20190205000311;

ROBERT K. MAHLER; DATED FEBRUARY 22, 2017; SCL P.M. #230425-4-025C; K.C.
RECORDING #20190205000310;

GRAHAM DORLAND & ALICIA PATTEN; DATED JANUARY 09, 2019; SCL P.M. #230324-4-018;
K.C. RECORDING #20190205000309;

HERNANDEZ CAPITAL, LLC; DATED NOVEMBER 23, 2018; SCL P.M. #240422-4-017; K.C.
RECORDING #20190205000316;

INTERBAY 14, LLC; DATED DECEMBER 07, 2018; SCL P.M. #250313-3-033; K.C. RECORDING
#20190205000314;

MICHELLE NAM PHUONG NGUYEN; DATED NOVEMBER 26, 2018; SCL P.M. #230401-3-006;
K.C. RECORDING #20190205000313;

TRUNG T & AMY TRAN; DATED JANUARY 30, 2019; SCL P.M. #240400-2-001; K.C.

RECORDING #20190215000689;

SARAH L. GAGE; DATED FEBRUARY 15, 2019; SCL P.M. #230302-4-025; K.C. RECORDING

#20190222000479;

JEAN D. VELDWYK; DATED JUNE 21, 2017; SCL P.M. #240422-3-018; K.C. RECORDING

#20190222000480;

ROSENTHAL CROWN HILL, LLC; DATED FEBRUARY 21, 2019; SCL P.M. #250301-2-016; K.C.

RECORDING #20190222000481;

20TH BLUE STONE LLC; DATED FEBRUARY 26, 2019; SCL P.M. #240336-4-038; K.C.

RECORDING #20190301000627;

MIKE OVERBECK; DATED MARCH 07, 2019; SCL P.M. #230422-2-054; K.C. RECORDING

#20190313000301;

MATTHEW MIHLON; DATED APRIL 09, 2019; SCL P.M. #240324-1-048; K.C. RECORDING

#20190409000253;

GREENBUILD DEVELOPMENT LLC; DATED MARCH 04, 2019; SCL P.M. #260336-1-039; K.C.

RECORDING #20190313000302;

GREENSTREAM INVESTMENTS, LLC; DATED MARCH 05, 2019; SCL P.M. #240422-4-018; K.C.

RECORDING #20190308000267;

BRACKETT DOCK ASSOCIATION; DATED MARCH 27, 2019; SCL P.M. #250420-1-012; K.C.

RECORDING #20190403000826;

SARAH L. GAGE; DATED MARCH 20, 2019; SCL P.M. #230302-4-025; K.C. RECORDING

#20190329001035;

CYNTHIA L. ROSE; DATED MARCH 27, 2019; SCL P.M. #230302-4-026; K.C. RECORDING

#20190403000827;

NGUYEN INVESTMENTS, LLC; DATED APRIL 10, 2019; SCL P.M. #230407-3-030; K.C.

RECORDING #20190412000900;

MRN HOMES, LLC; DATED APRIL 04, 2019; SCL P.M. #250419-3-039; K.C. RECORDING

#20190410000572;

BUILD SOUND, LLC; DATED APRIL 19, 2019; SCL P.M. #240323-1-032; K.C. RECORDING

#20190424000977;

LARC @ BURIEN, LLC; DATED MARCH 06, 2019; SCL P.M. #230409-2-022; K.C. RECORDING

#20190424000976;

MIKE OVERBECK; DATED APRIL 18, 2019; SCL P.M. #230422-2-054; K.C. RECORDING

#20190424000979;

POLYGON WLH, LLC; DATED APRIL 22, 2019; SCL P.M. #230413-1-020; K.C. RECORDING

#20190424000978;

NGUYEN STEPHANIE; DATED MAY 28, 2019; SCL P.M. #230407-4-037; K.C. RECORDING

#20190531001248;

LUKE KENNETH Y & SHUCHUAN FANG; DATED APRIL 29, 2019; SCL P.M. #240408-4-018;

K.C. RECORDING #20190508000539;

KUMAR GOKUL & RAVINA; DATED JUNE 06, 2019; SCL P.M. #230409-3-024; K.C.

RECORDING #20190612001010;

HUNAG, YIFAN; DATED MAY 14, 2019; SCL P.M. #240429-1-031; K.C. RECORDING

#20190522001168;

BERNHAGEN CLYDE R; DATED MAY 15, 2019; SCL P.M. #230301-2-027; K.C. RECORDING

#20190517000963;

SHORELINE HISTORICAL MUSEUM; DATED MAY 23, 2019; SCL P.M. #260406-3-037; K.C.

RECORDING #20190529000889;

CHROME DEVELOPMENT LLC; DATED MAY 22, 2019; SCL P.M. #240310-3-035; K.C.

RECORDING #20190523000084;

BLUEPRINT HOWELL, LLC; DATED MAY 23, 2019; SCL P.M. #250429-3-013; K.C. RECORDING

#20190529001043;

SUN, SAVOEUN; DATED JUNE 25, 2019; SCL P.M. #230421-1-055; K.C. RECORDING

#20190703001126;

RUBI, LLC; DATED JUNE 11, 2019; SCL P.M. #230419-3-023; K.C. RECORDING

#20190612001011;

144TH STREET REO PARTNERS LLC; DATED JANUARY 19, 2018; SCL P.M. #230422-2-047;

K.C. RECORDING #20190531001249;

TZEGAI, MENGSTAB; DATED JANUARY 03, 2018; SCL P.M. #230422-2-055; K.C. RECORDING

#20190531001250;

OVERBECK, MIKE; DATED JANUARY 19, 2018; SCL P.M. #230422-2-056; K.C. RECORDING

#20190531001251;

CITY OF SEATAC; DATED MAY 21, 2019; SCL P.M. #230422-3-027; K.C. RECORDING

#20190605000675;

RAHIMABEN & REHANABEN VAHORA; DATED JUNE 07, 2019; SCL P.M. #230416-4-038; K.C.

RECORDING #20190614001017;

MRN HOMES, LLC; DATED JUNE 10, 2019; SCL P.M. #250417-4-016; K.C. RECORDING

#20190612001012;

JUNEAU DEVELOPMENT, LLC; DATED JUNE 16, 2019; SCL P.M. #240422-4-019; K.C.

RECORDING #20190627001368;

LANSING HOMES II LLC; DATED JUNE 25, 2019; SCL P.M. #260404-4-030; K.C. RECORDING

#20190710001141;

STEVE HEWES; DATED JUNE 20, 2019; SCL P.M. #230416-2-013; K.C. RECORDING
#20190624001113;

KENNETH CAGE; DATED JUNE 19, 2019; SCL P.M. #230416-2-014; K.C. RECORDING
#20190621000896;

G-9 INVESTMENTS, LLC; DATED JULY 18, 2019; SCL P.M. #230324-4-020; K.C. RECORDING
#20190724001233;

SOLOMON HOLDINGS LLC; DATED JULY 15, 2019; SCL P.M. #230422-4-026; K.C.
RECORDING #20190719000642;

STORYBOOK MANOR LLC; DATED JULY 29, 2019; SCL P.M. #250403-2-036; K.C. RECORDING
#20190731001405;

GEM CONSTRUCTION, INC.; DATED AUGUST 05, 2019; SCL P.M. #230407-1-020; K.C.
RECORDING #20190815000859;

DARIN L. DEHAAN; DATED SEPTEMBER 04, 2019; SCL P.M. #230417-1-039; K.C. RECORDING
#20190911000848;

SALMON CREEK SELF STORAGE, LLC; DATED SEPTEMBER 23, 2019; SCL P.M. #230312-1-
049; K.C. RECORDING #20191002000850;

ROBERT T STRATON & KAITLYN STRATON; DATED OCTOBER 21, 2019; SCL P.M. #240336-3-
020; K.C. RECORDING #20191022001304;

TOP FLOOR HOMES, LLC; DATED OCTOBER 17, 2019; SCL P.M. #250312-1-019; K.C.
RECORDING #20191017000925;

THOMAS BREKKE & DIANE GRIM; DATED DECEMBER 10, 2019; SCL P.M. #230324-1-019;
K.C. RECORDING #20191218001400.

Section 2. The real property interests conveyed by the easements in Section 1 of this ordinance are
placed under the jurisdiction of the City Light Department.

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

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

Passed by the City Council the _____ day of _____, 2020, and signed by me in open session in authentication of its passage this _____ day of _____, 2020.

President _____ of the City Council

Approved by me this _____ day of _____, 2020.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2020.

Monica Martinez Simmons, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle City Light	Tom DeBoer/206-684-4185	Greg Shiring/206-386-4085

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

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE relating to the City Light Department; accepting various easements for overhead and underground electrical rights in King County, Washington; placing said easements under the jurisdiction of the City Light Department, and ratifying and confirming certain prior acts.

Summary and background of the Legislation:

City Light requires that the owner of a new or altered electrical service provide The City of Seattle with a utility easement whenever City Light facilities must pass over, under, or through the property of another person, or when service equipment such as poles or vaults must be located either on the property being served or the property of a third party.

City Light periodically requests that the City Council accept these distribution easements by ordinance. This legislation will accept the 60 distribution easements that have been received and recorded since the previous distribution easement acceptance ordinance was adopted.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ☐ Yes ☒ No

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

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

City Light cannot provide electrical service for these customers without the easements being in place. The financial cost of not implementing this legislation would be the forgone revenue from these customer accounts.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?
No.

b. Is a public hearing required for this legislation?

No.

c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?

No.

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

No.

e. Does this legislation affect a piece of property?

Yes. The easements are mapped in Seattle City Light's Real Property Geographic Information System (GIS).

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

There are no perceived impacts. No. Not applicable.

g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?

No.

List attachments/exhibits below:

None.



Legislation Text

File #: CB 119954, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to the City Light Department; accepting various easements for overhead and underground electrical rights in King County, Washington; placing said easements under the jurisdiction of the City Light Department; and ratifying and confirming certain prior acts.

WHEREAS, the Seattle Department of Construction and Inspections requires that applications for short plats, lot boundary adjustments, and unit lot subdivisions be reviewed by other City departments as a condition of its approval of such property divisions; and

WHEREAS, it is the intent of The City of Seattle that each lot created by such property divisions has adequate access for all utilities including electrical service; and

WHEREAS, the access for such utilities is provided by means of utility easements in the final approved short plats, lot boundary adjustments, and unit lot subdivisions granted by the property owners; and

WHEREAS, the Seattle City Charter, Article IV, Legislative Department, Section 14, Powers by Ordinance; Fourth, Acquisition and Disposal of Property: requires that all acquisition and disposal of real property interests shall be by ordinance; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The City of Seattle hereby accepts the easements for overhead or underground electrical distribution rights upon, under and across the real property in King County, Washington, as more particularly described in the short plats, lot boundary adjustments, and unit lot subdivisions approved by the Department of Construction and Inspections, with the easements granted to The City of Seattle by following persons or entities identified as follows:

GETTY KYLE & GETTY CALLIE; SDCI #3022606; approved June 20,2018; K.C. Recording
#20180620900005;

RAY SUVENDOO K; SDCI #3025775; approved July 24,2018; K.C. Recording #20180725900003;
WESTGATE HOLDINGS I LLC; SDCI #3026798; approved July 27,2018; K.C. Recording
#20180731900003;

COLLZ INC; SDCI #3027079; approved June 27,2018; K.C. Recording #20180702900005;
INSCAPE/MRJ GROUP LLC; SDCI #3027113; approved November 01,2018; K.C. Recording
#20181116900029;

WOODBIDGE DEVELOPMENTS MADRONA TOWNHOMES LP; SDCI #3027136; approved July
02,2018; K.C. Recording #20180706900001;

1121 34TH AVENUE LIVE WORK TOWNHOMES LP; SDCI #3027137; approved July 13,2018; K.C.
Recording #20180718900003;

FAIRVIEW AVE HOMES LLC; SDCI #3027275; approved December 18,2018; K.C. Recording
#20181219900004;

LLJ VENTURES LLC; SDCI #3027506; approved July 30,2018; K.C. Recording #20180801900001;
RESOLUTE BUILDERS LLC; SDCI #3027596; approved July 10,2018; K.C. Recording
#20180712900003;

1535 23RD AVE LLC; SDCI #3027597; approved September 11,2018; K.C. Recording
#20180913900002;

DANG QUOC & VO MAI; SDCI #3027599; approved November 05,2018; K.C. Recording
#20181107900004;

DANG QUOC & MAI VO; SDCI #3027605; approved October 24,2018; K.C. Recording
#20181025900006;

BRIARBOX LLC; SDCI #3027612; approved September 13,2018; K.C. Recording #20180921900002;

BRIARBOX LLC; SDCI #3027613; approved October 02,2018; K.C. Recording #20181004900003;
BLUE FERN DEVELOPMENT; SDCI #3027930; approved June 27,2018; K.C. Recording
#20180629900004;
RESOLUTE BUILDERS LLC; SDCI #3028054; approved October 26,2018; K.C. Recording
#20181030900002;
RAINIER VISTA LLC; SDCI #3028063; approved June 21,2018; K.C. Recording #20180622900003;
RAINIER VISTA LLC; SDCI #3028064; approved June 22,2018; K.C. Recording #20180706900003;
RAINIER VISTA LLC; SDCI #3028067; approved June 22,2018; K.C. Recording #20180706900002;
BLOCK II LLC; SDCI #3028194; approved July 03,2018; K.C. Recording #20180705900003;
BLOCK II LLC; SDCI #3028195; approved May 23,2018; K.C. Recording #20180525900001;
BRACE DEVELOPMENT LLC; SDCI #3028316; approved June 28,2018; K.C. Recording
#20180702900006;
GRANT-ANDERSON ANNE & GRANT-ANDERSON KYLE & FERGUSON ERIN & FERGUSON
RICHARD; SDCI #3028457; approved June 20,2018; K.C. Recording #20180622900001;
957 N 43RD ST LLC; SDCI #3028465; approved September 12,2018; K.C. Recording
#20180918900003;
13TH WEST PARTNERS LLC & VON WALTER MARK; SDCI #3028520; approved July 05,2018;
K.C. Recording #20180709900001;
ELKINS STANTON L; SDCI #3028549; approved November 16,2018; K.C. Recording
#20181120900001;
ELKINS STANTON L; SDCI #3028551; approved July 19,2018; K.C. Recording #20180720900004;
CANUSA HOMES LLC & BROTHERS K DEVELOPMENT LLC; SDCI #3028602; approved June
29,2018; K.C. Recording #20180702900002;
VUONG PAMELA S & GEE DARREN E; SDCI #3028692; approved October 02,2018; K.C.

Recording #20181008900002;

NORTHWEST PROPERTY HOLDINGS LLC; SDCI #3028841; approved June 06,2018; K.C.

Recording #20180611900006;

BLACKWOOD HOLDINGS VII LLC; SDCI #3028844; approved October 18,2018; K.C. Recording
#20181018900012;

BLACKWOOD HOLDINGS VII LLC; SDCI #3028845; approved October 22,2018; K.C. Recording
#20181024900002;

STTAJ INVESTMENTS LLC; SDCI #3028912; approved August 13,2018; K.C. Recording
#20180815900001;

BAKER INVESTMENT PARTNERS LLC; SDCI #3028931; approved July 13,2018; K.C. Recording
#20180718900005;

DON P1 LLC; SDCI #3029019; approved June 11,2018; K.C. Recording #20180613900001;

SEATTLE BUILT HOMES LLC; SDCI #3029069; approved June 06,2018; K.C. Recording
#20180612900002;

LOF HOLDINGS COMPANY LLC; SDCI #3029085; approved July 10,2018; K.C. Recording
#20180711900005;

R THORESON HOMES LLC; SDCI #3029171; approved December 24,2018; K.C. Recording
#20181228900018;

PINEHURST LAND LP; SDCI #3029176; approved August 21,2018; K.C. Recording
#20180824900005;

AEDIFEX INC; SDCI #3029231; approved November 20,2018; K.C. Recording #20181126900016;

WEST SEATTLE CHURCH OF THE NAZARENE; SDCI #3029281; approved August 27,2018; K.C.

Recording #20180829900004;

DNALO LLC; SDCI #3029301; approved December 06,2018; K.C. Recording #20181206900003;

GCH 4422 PHINNEY LLC; SDCI #3029338; approved December 03,2018; K.C. Recording
#201812+06900005;

ORCAS HOMES LLC; SDCI #3029349; approved August 29,2018; K.C. Recording
#20180831900005;

GCH 4416 DAYTON LLC; SDCI #3029397; approved November 30,2018; K.C. Recording
#20181204900024;

DWELL DEVELOPMENT LLC; SDCI #3029429; approved August 03,2018; K.C. Recording
#20180809900012;

MID CITY BUILDERS LLC; SDCI #3029431; approved June 28,2018; K.C. Recording
#20180702900004;

ISHII SHIRO & ENDO YORIKO; SDCI #3029482; approved May 25,2018; K.C. Recording
#20180531900041;

SAGE HOMES NORTHWEST LLC; SDCI #3029561; approved July 09,2018; K.C. Recording
#20180711900006;

WICK HOMES LLC; SDCI #3029600; approved June 22,2018; K.C. Recording #20180629900007;
3028 63RD AVE SW LLC; SDCI #3029605; approved July 27,2018; K.C. Recording
#20180731900002;

COOMBS DEVELOPMENT LLC; SDCI #3029606; approved June 01,2018; K.C. Recording
#20180608900044;

ECOWORKS HOMES INC; SDCI #3029625; approved May 24,2018; K.C. Recording
#20180530900003;

PNW HOMES LLC; SDCI #3029634; approved November 15,2018; K.C. Recording
#20181121900005;

FARRAR LLC; SDCI #3029665; approved August 15,2018; K.C. Recording #20180817900002;

2813 4TH AVE W LLC; SDCI #3029682; approved August 15,2018; K.C. Recording

#20180824900002;

FRIENDS PROPERTIES LLC; SDCI #3029730; approved November 20,2018; K.C. Recording

#20181126900019;

1202 5TH AVE N LLC; SDCI #3029733; approved September 24,2018; K.C. Recording

#20180926900004;

VUONG QUANG & HUYNH HA TU; SDCI #3029745; approved August 15,2018; K.C. Recording

#20180817900006;

NOREN DEVELOPMENT LLC; SDCI #3029746; approved May 31,2018; K.C. Recording

#20180606900001;

TEAM AMALFI LLC; SDCI #3029814; approved September 28,2018; K.C. Recording

#20181003900004;

FIRWALKER CONSTRUCTION LLC; SDCI #3029839; approved October 16,2018; K.C. Recording

#20181018900002;

BUILD SOUND LLC; SDCI #3029857; approved July 27,2018; K.C. Recording #20180731900001;

BUILD SOUND LLC; SDCI #3029858; approved July 25,2018; K.C. Recording #20180726900004;

METZNER STEVEN & BREAN SUSAN; SDCI #3029898; approved June 18,2018; K.C. Recording

#20180620900004;

EPIC HOMES INC; SDCI #3029899; approved August 15,2018; K.C. Recording #20180817900003;

NELSON MICHAEL R & NELSON LAURA J; SDCI #3029954; approved June 11,2018; K.C.

Recording #20180613900007;

PHINNEY AVE N LLC; SDCI #3029990; approved December 07,2018; K.C. Recording

#20181207900002;

EBM RE I LLC; SDCI #3030005; approved December 03,2018; K.C. Recording #20181206900004;

ISOLA REAL ESTATE V LLC; SDCI #3030040; approved July 12,2018; K.C. Recording
#20180713900001;

FERNANDEZ & BARNES LLC; SDCI #3030065; approved June 22,2018; K.C. Recording
#20180627900003;

SOLO 51 LLC; SDCI #3030080; approved October 26,2018; K.C. Recording #20181031900008;
BLUE FERN DEVELOPMENT LLC; SDCI #3030114; approved June 27,2018; K.C. Recording
#20180629900006;

ONAM LLC & PHAM NGHIA KI; SDCI #3030116; approved July 12,2018; K.C. Recording
#20180717900001;

MODERN HOMES LLC; SDCI #3030117; approved May 30,2018; K.C. Recording
#20180604900002;

BLOCK II LLC; SDCI #3030131; approved June 28,2018; K.C. Recording #20180702900003;
BU 4104 37TH LLC; SDCI #3030171; approved November 16,2018; K.C. Recording
#20181121900002;

PEELER CONSTRUCTION LLC; SDCI #3030182; approved December 26,2018; K.C. Recording
#20181227900002;

SEATTLE BUILT GREEN LLC; SDCI #3030183; approved September 28,2018; K.C. Recording
#20181003900003;

INSIGNIA DEVELOPMENT LLC; SDCI #3030193; approved July 30,2018; K.C. Recording
#20180801900005;

STEELE HOMES INC; SDCI #3030221; approved June 18,2018; K.C. Recording #20180620900002;
NO TIME 2 SLEEP LLC; SDCI #3030233; approved May 24,2018; K.C. Recording
#20180530900006;

GREENBUILD DEVELOPMENT LLC; SDCI #3030245; approved July 25,2018; K.C. Recording

#20180727900001;

M HOMES LLC; SDCI #3030273; approved September 26,2018; K.C. Recording #20180928900002;

SEATTLE BUILT HOMES INC; SDCI #3030294; approved July 13,2018; K.C. Recording

#20180718900001;

LIVE URBAN 2 LLC; SDCI #3030312; approved November 21,2018; K.C. Recording

#20181126900017;

SILVERADO DEVELOPMENT LLC; SDCI #3030330; approved July 12,2018; K.C. Recording

#20180713900002;

THAPA SHANTI & LAKHANI FARAZ; SDCI #3030338; approved July 17,2018; K.C. Recording

#20180718900004;

LAKE CITY LLC; SDCI #3030355; approved August 09,2018; K.C. Recording #20180813900003;

MRN HOMES LLC; SDCI #3030370; approved December 06,2018; K.C. Recording

#20181210900009;

MRN HOMES LLC; SDCI #3030371; approved September 28,2018; K.C. Recording

#20181003900001;

MRN HOMES LLC; SDCI #3030375; approved September 28,2018; K.C. Recording

#20181003900009;

MRN HOMES LLC; SDCI #3030392; approved August 08,2018; K.C. Recording #20180810900007;

MRN HOMES LLC; SDCI #3030393; approved November 28,2018; K.C. Recording

#20181129900002;

RESOLUTE BUILDERS LLC; SDCI #3030400; approved December 06,2018; K.C. Recording

#20181210900007;

CONTEMPORARY BUILDERS GROUP LLC; SDCI #3030402; approved August 13,2018; K.C.

Recording #20180815900003;

ACS LLC; SDCI #3030435; approved November 07,2018; K.C. Recording #20181109900002;

PLYMOUTH ROCKS, LLC; SDCI #3030440; approved August 15,2018; K.C. Recording
#20180817900005;

DACODA DEVELOPMENT LLC; SDCI #3030486; approved June 11,2018; K.C. Recording
#20180611900007;

MODERN HOMES; SDCI #3030488; approved August 08,2018; K.C. Recording #20180810900004;

PACIFIC NW SIDING WINDOWS INC; SDCI #3030530; approved June 11,2018; K.C. Recording
#20180620900003;

SAGE HOMES NORTHWEST LLC; SDCI #3030559; approved November 02,2018; K.C. Recording
#20181107900002;

COOMBES DEVELOPMENT; SDCI #3030566; approved September 27,2018; K.C. Recording
#20181001900006;

COOMBES DEVELOPMENT LLC; SDCI #3030567; approved September 05,2018; K.C. Recording
#20180907900001;

BLACKHAWK INVESTMENTS LLC; SDCI #3030587; approved July 31,2018; K.C. Recording
#20180802900037;

BLACKHAWK INVESTMENTS III LLC; SDCI #3032177; approved November 02,2018; K.C.
Recording #20181107900001;

PNW HOMES LLC; SDCI #3032470; approved November 30,2018; K.C. Recording
#20181204900001;

FREMONT BLOOM INVESTMENTS LLC; SDCI #3032476; approved January 17,2019; K.C.
Recording #20190122900002;

921 10TH AVE E LLC; SDCI #3027397; approved November 21,2018; K.C. Recording
#20181126900002;

FIFTYSIXANDFOUR, LLC; SDCI #3029390; approved December 10,2018; K.C. Recording
#20181212900003;

PEDERSON CLASSIC HOMES INC; SDCI #3030169; approved November 16,2018; K.C. Recording
#20181121900010;

PEDERSON CLASSIC HOMES INC; SDCI #3030603; approved November 05,2018; K.C. Recording
#20181106900001;

DWELL DEVELOPMENT LLC; SDCI #3030658; approved October 09,2018; K.C. Recording
#20181011900002;

NOBLE HOMES LLC; SDCI #3030689; approved August 30,2018; K.C. Recording
#20180904900002;

FAIRCHILD LEONARD DAVID & FAIRCHILD GRACE A; SDCI #3030705; approved September
12,2018; K.C. Recording #20180914900004;

BLOCK II LLC; SDCI #3030726; approved September 13,2018; K.C. Recording #20180917900005;
ARRAY BUILD LLC; SDCI #3030737; approved October 24,2018; K.C. Recording
#20181025900004;

GREENBUILD DEVELOPMENT LLC; SDCI #3030746; approved November 26,2018; K.C.
Recording #20181204900023;

ETHERIDGE JOYCE; SDCI #3030747; approved May 18,2018; K.C. Recording #20180529900007;
DEP REAL ESTATE X LLC; SDCI #3030775; approved November 08,2018; K.C. Recording
#20181109900006;

BT PROPERTY INVESTMENTS LLC; SDCI #3030782; approved August 17,2018; K.C. Recording
#20180822900002;

BENDARE DUNDAT INC; SDCI #3030796; approved December 27,2018; K.C. Recording
#20181231900005;

HABERZETLE HOMES LLC; SDCI #3030814; approved July 17,2018; K.C. Recording
#20180724900008;

CONTEMPORARY BUILDERS GROUP LLC; SDCI #3030846; approved December 12,2018; K.C.
Recording #20181213900002;

SAND POINT VIEW LLC; SDCI #3030850; approved October 29,2018; K.C. Recording
#20181031900001;

WRBT LLC; SDCI #3030852; approved December 10,2018; K.C. Recording #20181212900002;
KANE CONSTRUCTION LLC; SDCI #3030862; approved September 04,2018; K.C. Recording
#20180906900001;

88 GROUIP INC; SDCI #3030877; approved November 19,2018; K.C. Recording #20181126900001;
88 GROUIP INC; SDCI #3030878; approved November 16,2018; K.C. Recording #20181121900011;
PERPETUITY LLC; SDCI #3030884; approved December 06,2018; K.C. Recording
#20181207900006;

GNC LLC; SDCI #3030889; approved October 24,2018; K.C. Recording #20181025900002;
GNC LLC; SDCI #3030975; approved April 08,2019; K.C. Recording #20190410900006;
MODERN HOMES LLC; SDCI #3031003; approved December 18,2018; K.C. Recording
#20181219900005;

MODERN HOMES LLC; SDCI #3031007; approved August 08,2018; K.C. Recording
#20180810900001;

ALKISTEVENSON LLC; SDCI #3031008; approved August 27,2018; K.C. Recording
#20180829900005;

BONNEY SHIRLEY; SDCI #3031109; approved August 30,2018; K.C. Recording #20180905900005;
SINGLETERY GERALD; SDCI #3031153; approved November 14,2018; K.C. Recording
#20181115900003;

R THORESON HOMES LLC; SDCI #3031215; approved November 14,2018; K.C. Recording
#20181116900025;

EMBRACE HOME TRANSITIONS LLC; SDCI #3031267; approved November 09,2018; K.C.
Recording #20181115900001;

ECOWORKS HOMES INC; SDCI #3031272; approved November 28,2018; K.C. Recording
#20181130900021;

GREENBUILD DEVELOPMENT LLC; SDCI #3031277; approved October 01,2018; K.C. Recording
#20181003900010;

ACE CONSTRUCTION SERVICES LLC; SDCI #3031322; approved December 13,2018; K.C.
Recording #20181214900003;

LCA LLC; SDCI #3031553; approved October 05,2018; K.C. Recording #20181008900008;

WHITNEY JEFF & U CHUCHUN; SDCI #3031562; approved November 15,2018; K.C. Recording
#20181116900028;

MCCORMICK RICHARD & MCCORMICK JILL; SDCI #3024600; approved March 22,2019; K.C.
Recording #20190327900004;

VS INVESTMENT ASSOCIATES LLC & STELMAKH VALENTIN; SDCI #3026706; approved June
21,2019; K.C. Recording #20190627900001;

HAQUE STEPHANIE & HAQUE MOHAMAD IMAD; SDCI #3026057; approved July 24,2019; K.C.
Recording #20190729900004;

GCH 2265 14TH LLC; SDCI #3027758; approved June 03,2019; K.C. Recording #20190605900006;

M DEVELOPMENT LLC; SDCI #3028131; approved April 29,2019; K.C. Recording
#20190503900005;

SOLO 51 LLC; SDCI #3028178; approved July 09,2019; K.C. Recording #20190711900002;

MODERN HOMES LLC; SDCI #3028181; approved February 22,2019; K.C. Recording

#20190226900002;

SOUND EQUITIES INC; SDCI #3028431; approved January 31,2019; K.C. Recording

#20190206900007;

DELRIDGE SEVEN LLC; SDCI #3028717; approved April 11,2019; K.C. Recording

#20190416900005;

DELRIDGE SEVEN LLC; SDCI #3028722; approved February 27,2019; K.C. Recording

#20190301900003;

DONIVAN VINCE; SDCI #3028816; approved April 15,2019; K.C. Recording #20190417900001;

MARA IMPROVEMENT LLC; SDCI #3028882; approved March 07,2019; K.C. Recording

#20190308900004;

MARA IMPROVEMENT LLC; SDCI #3028883; approved April 15,2019; K.C. Recording

#20190417900002;

TOFALEANU TEODOR & TOFALEANU MONICA; SDCI #3028973; approved July 17,2019; K.C.
Recording #20190807900001;

DELRIDGE FIVE LLC; SDCI #3028995; approved January 03,2019; K.C. Recording

#20190107900017;

INTERBAY 14 LLC; SDCI #3029114; approved April 02,2019; K.C. Recording #20190404900002;

INTERBAY 14 LLC; SDCI #3029115; approved February 14,2019; K.C. Recording #20190220900012;

HP3 TOWNHOMES LLC; SDCI #3029266; approved January 29,2019; K.C. Recording

#20190130900001;

12051 20TH AVE NE LLC; SDCI #3029553; approved February 22,2019; K.C. Recording

#20190226900007;

MRN HOMES; SDCI #3029718; approved February 22,2019; K.C. Recording #20190227900007;

1202 5TH AVE N LLC; SDCI #3029733; approved September 24,2018; K.C. Recording

#20180926900004;

TEAM AMALFI LLC; SDCI #3029815; approved February 11,2019; K.C. Recording

#20190213900003;

ISOLA REAL ESTATE VI LLC; SDCI #3029882; approved January 15,2019; K.C. Recording

#20190116900001;

MID CITY BUILDERS LLC; SDCI #3029986; approved December 20,2018; K.C. Recording

#20190118900001;

GALER ST LLC; SDCI #3030011; approved April 12,2019; K.C. Recording #20190412900002;

DALE REBECCA; SDCI #3030024; approved May 13,2019; K.C. Recording #20190515900017;

OKOM HOMES LLC; SDCI #3030087; approved April 30,2019; K.C. Recording #20190502900001;

WASHINGTON NW HOMES LLC; SDCI #3030094; approved July 25,2019; K.C. Recording

#20190729900003;

PICKERING CHRIS H; SDCI #3030134; approved March 04,2019; K.C. Recording

#20190306900006;

GLASSHOUSE THREE LLC & PHILLIPS IZABELLA; SDCI #3030148; approved January 28,2019;

K.C. Recording #20190128900004;

DEP REAL ESTATE VI LLC; SDCI #3030240; approved March 21,2019; K.C. Recording

#20190322900005;

HOLBERG TIMOTHY & LISS JILL; SDCI #3030267; approved February 25,2019; K.C. Recording

#20190228900016;

HABERZETLE HOMES INC; SDCI #3030280; approved June 17,2019; K.C. Recording

#20190619900001;

STEELE HOMES INC; SDCI #3030293; approved March 18,2019; K.C. Recording

#20190320900009;

MRN HOMES LLC; SDCI #3030299; approved July 08,2019; K.C. Recording #20190710900010;

HABERZETLE HOMES INC; SDCI #3030319; approved June 21,2019; K.C. Recording

#20190627900004;

MRN HOMES INC; SDCI #3030369; approved February 22,2019; K.C. Recording #20190226900003;

MRN HOMES; SDCI #3030373; approved February 08,2019; K.C. Recording #20190208900009;

MRN HOMES LLC; SDCI #3030376; approved January 30,2019; K.C. Recording #20190131900004;

DEP REAL ESTATE VI LLC; SDCI #3030499; approved February 27,2019; K.C. Recording

#20190228900015;

DEP REAL ESTATE VI LLC & WESTGATE HOLDINGS II LLC; SDCI #3030500; approved

February 25,2019; K.C. Recording #20190228900020;

SHELTER HOMES LLC; SDCI #3030510; approved January 31,2019; K.C. Recording

#20190206900006;

BLOCK II LLC; SDCI #3030538; approved June 21,2019; K.C. Recording #20190627900002;

SAGE HOMES NORTHWEST LLC; SDCI #3030546; approved January 07,2019; K.C. Recording

#20190109900004;

MID CITY BUILDERS LLC; SDCI #3032094; approved April 19,2019; K.C. Recording

#20190425900004;

TONEDOS LLC; SDCI #3032112; approved January 29,2019; K.C. Recording #20190131900003;

GREEN CANOPY HOMES; SDCI #3032132; approved January 07,2019; K.C. Recording

#20190109900008;

MRN HOMES LLC; SDCI #3032151; approved September 30,2019; K.C. Recording

#20191002900012;

SOUTH BEACON CAT LLC; SDCI #3032162; approved September 05,2019; K.C. Recording

#20190909900003;

SOUTH BEACON CAT LLC; SDCI #3032164; approved September 11,2019; K.C. Recording
#20190913900001;

AA ASHWORTH DEVELOPMENT LLC; SDCI #3032172; approved March 11,2019; K.C. Recording
#20190313900002;

NW INVESTMENT BUILDERS LLC; SDCI #3032183; approved March 13,2019; K.C. Recording
#20190315900001;

LINDGREN JOHN D; SDCI #3032202; approved January 16,2019; K.C. Recording
#20190118900002;

CHIEFTAIN LLC; SDCI #3032231; approved April 23,2019; K.C. Recording #20190425900001;
BLUE FERN DEVELOPMENT LLC; SDCI #3032310; approved May 21,2019; K.C. Recording
#20190522900005;

SAGE HOMES NORTHWEST LLC; SDCI #3032315; approved July 22,2019; K.C. Recording
#20190729900001;

DIMA CONSTRUCTION LLC; SDCI #3032316; approved October 09,2019; K.C. Recording
#20191010900003;

TONEDOS LLC; SDCI #3032319; approved September 20,2019; K.C. Recording #20190924900001;
ISOLA REAL ESTATE IV LLC; SDCI #3032320; approved September 20,2019; K.C. Recording
#20190920900002;

SAGE HOMES NORTHWEST LLC; SDCI #3032321; approved August 30,2019; K.C. Recording
#20190905900008;

HOWLING FARMS LLC; SDCI #3032324; approved August 08,2019; K.C. Recording
#20190812900001;

CALIFORNIA TOWNHOMES LLC; SDCI #3032325; approved June 21,2019; K.C. Recording
#20190627900005;

LEE STREET LOFTS LLC; SDCI #3032328; approved April 24,2019; K.C. Recording
#20190429900002;

CONTEMPORARY BUILDERS GROUP LLC; SDCI #3032329; approved July 11,2019; K.C.
Recording #20190715900004;

CONTEMPORARY BUILDERS GROUP LLC; SDCI #3032330; approved July 01,2019; K.C.
Recording #20190709900005;

ISOLA REAL ESTATE VI LLC; SDCI #3032331; approved March 27,2019; K.C. Recording
#20190329900004;

MRN HOMES LLC; SDCI #3032332; approved September 03,2019; K.C. Recording
#20190904900004;

BLUE FERN DEVELOPMENT LLC; SDCI #3032333; approved May 10,2019; K.C. Recording
#20190515900007;

BLOCK II LLC; SDCI #3032334; approved April 18,2019; K.C. Recording #20190426900002;

REDHAUS LLC; SDCI #3032347; approved April 25,2019; K.C. Recording #20190429900003;

BLUE FERN DEVELOPMENT LLC; SDCI #3032386; approved March 28,2019; K.C. Recording
#20190401900008;

7749 METRICS LLC; SDCI #3032387; approved September 26,2019; K.C. Recording
#20190927900004;

LBD HOMES LLC; SDCI #3032388; approved August 07,2019; K.C. Recording #20190808900013;

SEATTLE NWRE LLC; SDCI #3032392; approved August 22,2019; K.C. Recording
#20190826900001;

PERPETUITY LLC; SDCI #3032432; approved July 17,2019; K.C. Recording #20190723900001;

CORSON ROW LLC; SDCI #3032460; approved April 29,2019; K.C. Recording #20190503900001;

BLOCK II LLC; SDCI #3032475; approved February 04,2019; K.C. Recording #20190207900006;

ROLAND DEVELOPMENT LLC; SDCI #3032478; approved April 01,2019; K.C. Recording
#20190402900001;

WALTERS CALEB & WALTERS DARON; SDCI #3032493; approved February 14,2019; K.C.
Recording #20190219900031;

SEATTLE CUSTOM HOMES LLC; SDCI #3032501; approved June 21,2019; K.C. Recording
#20190625900011;

BROAD PROSPECTS LLC; SDCI #3032505; approved June 03,2019; K.C. Recording
#20190607900003;

BUILD SOUND LLC; SDCI #3032507; approved March 14,2019; K.C. Recording #20190315900004;
MRP INC; SDCI #3032528; approved January 31,2019; K.C. Recording #20190206900008;
CITY OLYMPIC LLC; SDCI #3032544; approved March 26,2019; K.C. Recording #20190328900008;
SENSA HOMES LP; SDCI #3032565; approved August 07,2019; K.C. Recording #20190808900015;
SENSA HOMES LP; SDCI #3032566; approved September 24,2019; K.C. Recording
#20190925900001;

GERARDY JUSTIN M; SDCI #3032567; approved July 11,2019; K.C. Recording #20190715900006;
EMINENCE LLC; SDCI #3032568; approved February 22,2019; K.C. Recording #20190226900005;
GREENBUILD DEVELOPMENT LLC; SDCI #3032569; approved March 19,2019; K.C. Recording
#20190321900003;

GREENBUILD DEVELOPMENT; SDCI #3032570; approved August 01,2019; K.C. Recording
#20190805900003;

LGC UW PORTFOLIO I LLC; SDCI #3032573; approved February 25,2019; K.C. Recording
#20190227900003;

GREENBUILD DEVELOPMENT LLC; SDCI #3032575; approved May 09,2019; K.C. Recording
#20190510900002;

COOMBS DEVELOPMENT; SDCI #3032581; approved February 06,2019; K.C. Recording
#20190206900009;

RUFFHOUSE DEVELOPMENT; SDCI #3032582; approved March 19,2019; K.C. Recording
#20190321900001;

NORTHWEST NEIGHBORHOODS LLC; SDCI #3032583; approved April 10,2019; K.C. Recording
#20190411900005;

CAMPBELL BRIAN D; SDCI #3032584; approved September 04,2019; K.C. Recording
#20190905900004;

CRAFTED DESIGN BUILD LLC; SDCI #3032585; approved April 25,2019; K.C. Recording
#20190429900001;

MRP INC; SDCI #3032586; approved February 22,2019; K.C. Recording #20190226900006;

INCA BUILDERS LLC; SDCI #3032629; approved August 07,2019; K.C. Recording
#20190809900011;

SAGE HOMES NORTHWEST LLC; SDCI #3032653; approved April 18,2019; K.C. Recording
#20190424900003;

SAGE HOMES NORTHWEST LLC; SDCI #3032654; approved August 30,2019; K.C. Recording
#20190905900002;

MASCHMEDT ANTHONY& BEHAN-MASCHMEDT ABBEY; SDCI #3032672; approved April
19,2019; K.C. Recording #20190424900007;

BEAU DEVELOPMENT INC; SDCI #3032707; approved April 19,2019; K.C. Recording
#20190426900005;

CRAFTED DESIGN BUILD LLC; SDCI #3032712; approved March 07,2019; K.C. Recording
#20190308900003;

CRAFTED DESIGN BUILD LLC; SDCI #3032713; approved March 27,2019; K.C. Recording

#20190329900005;

CHESELDON HOMES LLC; SDCI #3032721; approved May 29,2019; K.C. Recording

#20190531900006;

HIGHGARDEN LLC; SDCI #3032726; approved January 15,2019; K.C. Recording #20190116900005;

MRN HOMES LLC; SDCI #3032733; approved May 07,2019; K.C. Recording #20190508900005;

616 DEVELOPMENT LLC; SDCI #3032746; approved July 01,2019; K.C. Recording

#20190703900003;

4406 FRANCIS AVE N LLC; SDCI #3032773; approved May 29,2019; K.C. Recording

#20190531900004;

SKY MARK LLC; SDCI #3032805; approved March 27,2019; K.C. Recording #20190328900002;

LGC UW PORTFOLIO I LLC; SDCI #3032806; approved May 03,2019; K.C. Recording

#20190508900014;

ONE 356 LLC; SDCI #3032815; approved April 10,2019; K.C. Recording #20190411900002;

VOSS JOHN & VOSS REVOCABLE TRUST; SDCI #3032816; approved April 24,2019; K.C.

Recording #20190426900010;

817 24TH AVE S LLC; SDCI #3032819; approved April 01,2019; K.C. Recording #20190402900003;

COOMBES DEVELOPMENT LLC; SDCI #3032820; approved January 29,2019; K.C. Recording

#20190130900003;

GREEN CANOPY HOMES LLC; SDCI #3032821; approved August 26,2019; K.C. Recording

#20190828900003;

MACE HOMES; SDCI #3032822; approved June 20,2019; K.C. Recording #20190625900006;

TESORO HOMES LLC; SDCI #3032823; approved April 15,2019; K.C. Recording #20190418900001;

BLACKHAWK INVESTMENTS LLC; SDCI #3032826; approved June 26,2019; K.C. Recording

#20190703900002;

MIRRA 111 LLC; SDCI #3032833; approved October 14,2019; K.C. Recording #20191015900001;
SEADOG CONSTRUCTION LLC; SDCI #3032850; approved June 05,2019; K.C. Recording
#20190607900005;

MIRRA 111 LLC; SDCI #3032857; approved October 16,2019; K.C. Recording #20191017900017;
ARMINTROUT HOMES CORPORATION; SDCI #3032885; approved May 15,2019; K.C. Recording
#20190520900003;

MRN HOMES LLC; SDCI #3032902; approved April 19,2019; K.C. Recording #20190424900005;
MRN HOMES; SDCI #3032903; approved February 08,2019; K.C. Recording #20190208900010;
MRN HOMES LLC; SDCI #3032904; approved February 25,2019; K.C. Recording #20190228900014;
TOP FLOOR HOMES LLC; SDCI #3032905; approved February 08,2019; K.C. Recording
#20190214900032;

MIRRA 100 LLC; SDCI #3032907; approved May 15,2019; K.C. Recording #20190517900008;
HOMESLICE LLC; SDCI #3032914; approved July 15,2019; K.C. Recording #20190717900014;
GERRY HOMES LLC; SDCI #3032918; approved August 26,2019; K.C. Recording
#20190828900005;

NEWALL HOMES LLC; SDCI #3032920; approved March 21,2019; K.C. Recording
#20190325900004;

BLACKWOOD HOLDINGS X LLC; SDCI #3032922; approved May 09,2019; K.C. Recording
#20190514900001;

622 10TH AVE E LLC; SDCI #3032923; approved June 13,2019; K.C. Recording #20190614900001;
622 10TH AVE E LLC; SDCI #3032924; approved March 25,2019; K.C. Recording #20190327900002;
AURORA & 46TH LLC; SDCI #3032939; approved July 29,2019; K.C. Recording #20190731900004;
STORYBOOK MANOR LLC; SDCI #3032945; approved May 30,2019; K.C. Recording
#20190531900003;

MACE HOMES LLC; SDCI #3032950; approved May 15,2019; K.C. Recording #20190520900002;

EPIC HOMES INC; SDCI #3032952; approved May 23,2019; K.C. Recording #20190528900001;

SILVERADO DEVELOPMENT LLC; SDCI #3032953; approved June 21,2019; K.C. Recording
#20190627900003;

MID CITY BUILDERS LLC; SDCI #3032966; approved September 30,2019; K.C. Recording
#20191001900002;

MID CITY BUILDERS LLC; SDCI #3032967; approved September 30,2019; K.C. Recording
#20191002900006;

DEP REAL ESTATE X LLC; SDCI #3032969; approved September 20,2019; K.C. Recording
#20190924900003;

MARION PARTNERS LLC; SDCI #3032970; approved June 04,2019; K.C. Recording
#20190607900002;

GREENSTREAM INVESTMENTS LLC; SDCI #3032974; approved May 28,2019; K.C. Recording
#20190530900007;

DEP REAL ESTATE VI LLC; SDCI #3032975; approved June 10,2019; K.C. Recording
#20190613900009;

DEP REAL ESTATE VIII LLC; SDCI #3032977; approved May 22,2019; K.C. Recording
#20190523900001;

HUGHES SHANNON K & KRAUSE PETER R; SDCI #3032986; approved June 17,2019; K.C.
Recording #20190619900006;

DOLOMITE EQUITY GROUP LLC; SDCI #3033039; approved September 30,2019; K.C. Recording
#20190930900002;

BRING IT ON HOMES; SDCI #3033050; approved June 04,2019; K.C. Recording #20190605900005;

STEELE HOMES INC; SDCI #3033061; approved May 17,2019; K.C. Recording #20190522900003;

MODERN HOMES; SDCI #3033078; approved June 10,2019; K.C. Recording #20190612900020;

REFINO HOMES; SDCI #3033105; approved March 21,2019; K.C. Recording #20190322900004;

CHIEFTAIN LLC; SDCI #3033106; approved June 04,2019; K.C. Recording #20190605900010;

BROTHERS K DEVELOPMENT LLC; SDCI #3033128; approved May 13,2019; K.C. Recording
#20190515900004;

STORYBOOK MANOR LLC; SDCI #3033129; approved May 13,2019; K.C. Recording
#20190515900010;

AKA INVESTORS LLC; SDCI #3033144; approved August 07,2019; K.C. Recording
#20190809900010;

BLUEPRINT CAPITAL SERVICES LLC; SDCI #3033170; approved September 12,2019; K.C.
Recording #20190916900006;

KANEBUILT LLC; SDCI #3033188; approved May 02,2019; K.C. Recording #20190503900008;

KANEBUILT LLC; SDCI #3033189; approved April 19,2019; K.C. Recording #20190424900004;

PACIFIC NW SIDING & WINDOWS INC; SDCI #3033194; approved May 30,2019; K.C. Recording
#20190531900007;

ECOWORKS HOMES INC; SDCI #3033198; approved May 28,2019; K.C. Recording
#20190530900005;

PALANY GROUP LTD; SDCI #3033199; approved July 31,2019; K.C. Recording #20190802900003;

TOP FLOOR HOMES LLC; SDCI #3033201; approved August 28,2019; K.C. Recording
#20190903900003;

ASHLEY REMODELING & CONSTRUCTION INC; SDCI #3033204; approved May 15,2019; K.C.
Recording #20190517900005;

WESTCOST HOMES LLC; SDCI #3033206; approved July 31,2019; K.C. Recording
#20190802900002;

STEELE HOMES INC; SDCI #3033208; approved May 14,2019; K.C. Recording #20190515900012;
TOP FLOOR HOMES LLC; SDCI #3033209; approved June 12,2019; K.C. Recording
#20190612900023;
EBM RE IV LLC; SDCI #3033211; approved June 21,2019; K.C. Recording #20190625900001;
BUILD SOUND LLC; SDCI #3033216; approved August 28,2019; K.C. Recording #20190904900009;
BLACKWOOD HOLDINGS XIV LLC; SDCI #3033233; approved July 18,2019; K.C. Recording
#20190722900002;
JRO & CWD I LLC; SDCI #3033237; approved July 08,2019; K.C. Recording #20190710900005;
LAKE CITY LLC; SDCI #3033238; approved September 17,2019; K.C. Recording #20190918900001;
WESTCOAST HOMES LLC; SDCI #3033240; approved July 22,2019; K.C. Recording
#20190725900002;
FERNANDEZ & BARNES LLC; SDCI #3033242; approved July 09,2019; K.C. Recording
#20190711900001;
LINCOLN JEFF B & LINCOLN SHELLEY D & ASHINHURST HOLLY & KELLY DANIEL
MATTHEW; SDCI #3033243; approved March 29,2019; K.C. Recording #20190402900005;
ISOLA REAL ESTATE VI LLC; SDCI #3033245; approved September 03,2019; K.C. Recording
#20190905900003;
ISOLA REAL ESTATE IV LLC; SDCI #3033246; approved September 30,2019; K.C. Recording
#20191002900002;
SH & SI HOLDINGS LLC; SDCI #3033247; approved June 03,2019; K.C. Recording
#20190605900011;
MRN HOMES LLC; SDCI #3033250; approved July 29,2019; K.C. Recording #20190730900002;
SENSA HOMES LP; SDCI #3033268; approved September 20,2019; K.C. Recording
#20190925900003;

PALANY GROUP LTD; SDCI #3033279; approved July 15,2019; K.C. Recording #20190717900013;

KANEBUILT LLC; SDCI #3033285; approved July 25,2019; K.C. Recording #20190730900001;

BUILD SOUND LLC; SDCI #3033289; approved September 03,2019; K.C. Recording

#20190904900005;

BRACE DEVELOPMENT LLC; SDCI #3033309; approved August 05,2019; K.C. Recording

#20190808900005;

REFINO HOMES OF WASHINGTON LLC; SDCI #3033310; approved April 18,2019; K.C.

Recording #20190424900001;

PALANY GROUP LTD; SDCI #3033311; approved September 03,2019; K.C. Recording

#20190905900007;

PALANY GROUP LTD; SDCI #3033313; approved September 03,2019; K.C. Recording

#20190905900006;

SENSA HOMES LP; SDCI #3033323; approved September 03,2019; K.C. Recording

#20190903900004;

COLLZ INC; SDCI #3033329; approved April 10,2019; K.C. Recording #20190411900004;

MURRAY-BRANDON ST; SDCI #3033330; approved July 09,2019; K.C. Recording

#20190712900003;

STEELE HOMES INC; SDCI #3033350; approved April 16,2019; K.C. Recording #20190418900006;

C & H FUNDING LLC; SDCI #3033371; approved June 03,2019; K.C. Recording #20190606900002;

DL BUILDERS LLC; SDCI #3033383; approved August 19,2019; K.C. Recording #20190821900004;

ISOLA REAL ESTATE VI LLC; SDCI #3033385; approved September 09,2019; K.C. Recording

#20190911900002;

ISOLA REAL ESTATE VI LLC; SDCI #3033386; approved September 11,2019; K.C. Recording

#20190917900004;

ISOLA REAL ESTATE VI LLC; SDCI #3033387; approved August 07,2019; K.C. Recording
#20190812900006;

HABERZETLE HOME INC; SDCI #3033397; approved May 08,2019; K.C. Recording
#20190604900003;

ARRAY BUILD LLC; SDCI #3033400; approved July 22,2019; K.C. Recording #20190724900003;
SHOREWOOD HOMES INC; SDCI #3033420; approved August 07,2019; K.C. Recording
#20190809900005;

MMCC INVESTMENTS LLC; SDCI #3033428; approved October 02,2019; K.C. Recording
#20191004900001;

LGC UW PORTFOLIO III LLC; SDCI #3033444; approved August 14,2019; K.C. Recording
#20190816900001;

LGC UW PORTFOLIO 1 LLC; SDCI #3033445; approved September 16,2019; K.C. Recording
#20190917900001;

LGC UW PORTFOLIO 1 LLC; SDCI #3033451; approved June 11,2019; K.C. Recording
#20190612900024;

SOUND TRANSIT; SDCI #3033453; approved September 30,2019; K.C. Recording
#20191002900001;

CANUSA HOMES LLC; SDCI #3033484; approved September 09,2019; K.C. Recording
#20190911900005;

GCH 3251 COMMODORE LLC; SDCI #3033492; approved August 07,2019; K.C. Recording
#20190808900008;

CANUSA HOMES LLC; SDCI #3033498; approved September 09,2019; K.C. Recording
#20190911900004;

URBAN ARTS AT 34TH LLC; SDCI #3033510; approved August 19,2019; K.C. Recording

#20190821900006;

JTNKDAUGHERTY LLC; SDCI #3033523; approved July 15,2019; K.C. Recording

#20190717900012;

WEST SEATTLE CHRISTIAN CHURCH; SDCI #3033573; approved July 15,2019; K.C. Recording

#20190717900016;

COLLZ INC; SDCI #3033575; approved May 13,2019; K.C. Recording #20190515900008;

COLLZ INC; SDCI #3033578; approved May 09,2019; K.C. Recording #20190513900005;

921 10TH AVE E LLC; SDCI #3027398; approved April 24,2019; K.C. Recording #20190426900001;

PELKEY RICHARD; SDCI #3030621; approved April 04,2019; K.C. Recording #20190408900016;

NOBLE HOMES; SDCI #3030676; approved March 19,2019; K.C. Recording #20190321900002;

MIHLON MATTHEW; SDCI #3030687; approved February 14,2019; K.C. Recording

#20190219900023;

FOUNTAIN INVESTMENT LLC; SDCI #3030715; approved August 06,2019; K.C. Recording

#20190813900010;

2442 NW 61ST ST PARTNERS LLC; SDCI #3030716; approved April 10,2019; K.C. Recording

#20190411900003;

STORYBOOK MANOR LLC; SDCI #3030720; approved March 21,2019; K.C. Recording

#20190325900002;

NORTHWEST PROPERTY HOLDINGS LLC; SDCI #3030770; approved March 04,2019; K.C.

Recording #20190306900004;

GREEN CANOPY HOMES; SDCI #3030776; approved January 18,2019; K.C. Recording

#20190122900001;

HMS ENDER 888 LLC; SDCI #3030797; approved April 23,2019; K.C. Recording #20190425900003;

ISOLA REAL ESTATE VII LLC; SDCI #3030815; approved May 09,2019; K.C. Recording

#20190513900001;

LAKESIDE B LLC; SDCI #3030818; approved February 14,2019; K.C. Recording #20190219900017;

ISOLA REAL ESTATE VI LLC; SDCI #3030844; approved July 01,2019; K.C. Recording

#20190703900001;

CONTEMPORARY BUILDERS GROUP LLC; SDCI #3030847; approved June 21,2019; K.C.

Recording #20190626900002;

REFINO HOMES OF WASHINGTON LLC; SDCI #3030883; approved July 01,2019; K.C. Recording

#20190710900001;

VALCOR HOLDINGS LLC; SDCI #3030899; approved January 24,2019; K.C. Recording

#20190124900005;

KANE CONSTRUCTION LLC; SDCI #3030914; approved January 17,2019; K.C. Recording

#20190118900004;

BEAU DEVELOPMENT INC; SDCI #3030938; approved January 28,2019; K.C. Recording

#20190130900002;

CONTEMPORARY BUILDERS GROUP LLC; SDCI #3030958; approved July 01,2019; K.C.

Recording #20190712900002;

EVERGREEN PACIFIC HOLDINGS INC; SDCI #3030960; approved July 08,2019; K.C. Recording

#20190710900007;

MRN HOMES LLC; SDCI #3030963; approved July 31,2019; K.C. Recording #20190802900004;

MRN HOMES LLC & PHILLIPS IZABELLA; SDCI #3030964; approved January 28,2019; K.C.

Recording #20190128900001;

GNC LLC; SDCI #3030974; approved February 06,2019; K.C. Recording #20190208900006;

GNC LLC; SDCI #3030975; approved April 08,2019; K.C. Recording #20190410900006;

MODERN HOMES LLC; SDCI #3031005; approved February 22,2019; K.C. Recording

#20190226900004;

MRN HOMES LLC; SDCI #3031015; approved July 17,2019; K.C. Recording #20190723900008;

MRN HOMES LLC; SDCI #3031024; approved May 13,2019; K.C. Recording #20190515900002;

12TH AVE S LLC; SDCI #3031099; approved March 04,2019; K.C. Recording #20190306900003;

ISOLA REAL ESTATE V LLC; SDCI #3031124; approved March 28,2019; K.C. Recording

#20190401900009;

LAKE CITY LLC; SDCI #3031137; approved March 21,2019; K.C. Recording #20190322900003;

CONTEMPORARY BUILDERS GROUP LLC; SDCI #3031154; approved August 14,2019; K.C.

Recording #20190816900004;

CONTEMPORARY BUILDERS GROUP LLC; SDCI #3031155; approved April 02,2019; K.C.

Recording #20190404900001;

CONTEMPORARY BUILDERS GROUP; SDCI #3031160; approved October 08,2019; K.C.

Recording #20191011900006;

PERPETUITY LLC; SDCI #3031169; approved March 15,2019; K.C. Recording #20190320900001;

ISOLA REAL ESTATE VI LLC; SDCI #3031198; approved September 30,2019; K.C. Recording

#20191002900011;

2371 MINOR AVENUE EAST LLC; SDCI #3031318; approved February 11,2019; K.C. Recording

#20190214900001;

SEATTLE CUSTOM HOMES LLC; SDCI #3031324; approved May 09,2019; K.C. Recording

#20190510900003;

HALF STAR LLC; SDCI #3031335; approved April 19,2019; K.C. Recording #20190424900009;

GREENBUILD DEVELOPMENT LLC; SDCI #3031374; approved August 07,2019; K.C. Recording

#20190809900001;

JABOODA HOMES INC; SDCI #3031408; approved January 02,2019; K.C. Recording

#20190103900001;

2371 MINOR AVE E LLC; SDCI #3031422; approved April 16,2019; K.C. Recording

#20190418900004;

ISOLA BUILDERS INC; SDCI #3031437; approved September 05,2019; K.C. Recording

#20190911900003;

ISOLA BUILDERS INC; SDCI #3031438; approved October 08,2019; K.C. Recording

#20191009900001;

ISOLA REAL ESTATE V LLC; SDCI #3031441; approved February 27,2019; K.C. Recording

#20190228900017;

BRANDON 6 LLC; SDCI #3031499; approved April 02,2019; K.C. Recording #20190404900003;

921 10TH AVE E LLC; SDCI #3031501; approved April 30,2019; K.C. Recording #20190503900007;

MRN HOMES LLC; SDCI #3031532; approved March 27,2019; K.C. Recording #20190328900005;

MODERN CITY LLC; SDCI #3031537; approved March 18,2019; K.C. Recording #20190320900008;

MODERN CITY LLC; SDCI #3031538; approved February 11,2019; K.C. Recording

#20190213900002;

MORELLA AFFARI LLC & SMV GREGORY LLC; SDCI #3031543; approved April 10,2019; K.C.

Recording #20190412900003;

DONIVAN VINCE L; SDCI #3031545; approved April 25,2019; K.C. Recording #20190429900004;

MRN HOMES LLC; SDCI #3031549; approved March 06,2019; K.C. Recording #20190308900002;

JOHNSON TREVOR J & JOHNSON MELISSA L; SDCI #3031555; approved March 26,2019; K.C.

Recording #20190328900007;

DONIVAN VINCE L; SDCI #3031570; approved April 25,2019; K.C. Recording #20190429900005;

MID CITY BUILDERS LLC; SDCI #3031619; approved April 19,2019; K.C. Recording

#20190424900002;

SENSA HOMES LP; SDCI #3031620; approved June 20,2019; K.C. Recording #20190628900002;
HAUS INC; SDCI #3031621; approved February 06,2019; K.C. Recording #20190208900011;
HAUS LLC; SDCI #3031622; approved February 06,2019; K.C. Recording #20190208900012;
ISOLA REAL ESTATE VII LLC; SDCI #3031624; approved August 19,2019; K.C. Recording
#20190821900001;

ISOLA REAL ESTATE VII LLC; SDCI #3031630; approved May 08,2019; K.C. Recording
#20190513900003;

ISOLA REAL ESTATE VII LLC; SDCI #3031632; approved June 11,2019; K.C. Recording
#20190613900011;

MODERN HOMES LLC; SDCI #3031634; approved January 10,2019; K.C. Recording
#20190111900002;

MODERN HOMES LLC; SDCI #3031662; approved May 02,2019; K.C. Recording
#20190503900006;

PALANY GROUP LTD; SDCI #3031686; approved July 15,2019; K.C. Recording #20190716900012;
LNS CONSTRUCTION; SDCI #3031704; approved February 11,2019; K.C. Recording
#20190214900002;

ORCAS HOMES LL; SDCI #3031741; approved June 26,2019; K.C. Recording #20190628900001;
SHOREWOOD HOMES INC; SDCI #3031754; approved June 17,2019; K.C. Recording
#20190619900005;

JABOODA HOMES INC; SDCI #3031766; approved March 21,2019; K.C. Recording
#20190322900002;

BRACE DEVELOPMENT LLC; SDCI #3033618; approved September 16,2019; K.C. Recording
#20190917900002;

HAUSLEBAUER LLC; SDCI #3033622; approved August 20,2019; K.C. Recording

#20190821900005;

1520 PROPERTIES LLC; SDCI #3033674; approved June 10,2019; K.C. Recording

#20190612900021;

STORYBOOK MANOR LLC; SDCI #3033710; approved July 03,2019; K.C. Recording

#20190710900009;

GREENBUILD DEVELOPMENT LLC; SDCI #3033715; approved September 12,2019; K.C.

Recording #20190927900001;

WEST COAST CUSTOM HOMES LLC; SDCI #3033718; approved September 30,2019; K.C.

Recording #20191001900001;

NI TING & NI ZHANM; SDCI #3033809; approved September 26,2019; K.C. Recording

#20190927900002;

DL BUILDERS LLC; SDCI #3033810; approved August 08,2019; K.C. Recording #20190813900011;

BEACON CAT LLC; SDCI #3033841; approved September 24,2019; K.C. Recording

#20190927900003;

NOBLE HOMES LLC; SDCI #3033851; approved August 20,2019; K.C. Recording

#20190822900005;

3401 LOFTS LLC; SDCI #3033908; approved August 19,2019; K.C. Recording #20190821900002;

JMS HOMES INC; SDCI #3033915; approved October 01,2019; K.C. Recording #20191003900003;

BEAU DEVELOPMENT INC; SDCI #3033945; approved October 01,2019; K.C. Recording

#20191003900001;

MCCONAGHY ERIC & MCCONAGHY VANESSA; SDCI #3033974; approved October 15,2019;

K.C. Recording #20191017900016;

ALL DAY BUILT LLC; SDCI #3033977; approved September 20,2019; K.C. Recording

#20190924900004;

R THORESON HOMES LLC; SDCI #3033997; approved August 14,2019; K.C. Recording
#20190821900007;

ROLAND DEVELOPMENT LLC; SDCI #3034005; approved September 19,2019; K.C. Recording
#20190920900001;

PNM HOMES LLC; SDCI #3034075; approved September 24,2019; K.C. Recording
#20190925900002;

CHEBAN NATALYA; SDCI #3034150; approved September 30,2019; K.C. Recording
#20191002900004;

DUFFUS DANIEL & DUFFUS LINDA A; SDCI #3034369; approved October 03,2019; K.C.
Recording #20191007900004;

9308 57TH AVE S LLC; SDCI #3026956; approved December 13,2019; K.C. Recording
#20191217900001;

ROWLING INVESTMENTS LLC; SDCI #3030118; approved November 19,2019; K.C. Recording
#20191126900003;

CONTEMPORARY BUILDERS GROUP; SDCI #3030399; approved October 31,2019; K.C.
Recording #20191104900005;

VINIKOW JOSEPH; SDCI #3032060; approved December 16,2019; K.C. Recording
#20191218900005;

AA ASHWORTH DEVELOPMENT; SDCI #3032147; approved November 05,2019; K.C. Recording
#20191108900011;

ISOLA REAL ESTATE VI LLC; SDCI #3032196; approved November 13,2019; K.C. Recording
#20191121900004;

GREENBUILD DEVELOPMENT LLC; SDCI #3032203; approved December 09,2019; K.C.
Recording #20191210900004;

BURNSIDE TARSI & MAHARDY AMY; SDCI #3032224; approved November 05,2019; K.C.

Recording #20191107900014;

SAGE HOMES NORTHWEST LLC; SDCI #3032322; approved November 06,2019; K.C. Recording

#20191108900007;

ISOLA REAL ESTATE V LLC; SDCI #3032327; approved December 04,2019; K.C. Recording

#20191205900001;

ASHWORTH HOMES LLC; SDCI #3032343; approved November 04,2019; K.C. Recording

#20191107900012;

TANG REAL ESTATE INVESTMENTS INC; SDCI #3032543; approved December 11,2019; K.C.

Recording #20191213900002;

LGC UW PORTFOLIO I LLC; SDCI #3032572; approved November 15,2019; K.C. Recording

#20191119900006;

NOR-PAC CONSTRUCTION RESOURCES; SDCI #3032576; approved October 10,2019; K.C.

Recording #20191204900008;

115 MADISON VALLEY LLC; SDCI #3032579; approved December 12,2019; K.C. Recording

#20191213900001;

XU LIN; SDCI #3032719; approved October 28,2019; K.C. Recording #20191108900001;

MOKAN HOMES LLC; SDCI #3032825; approved December 05,2019; K.C. Recording

#20191206900003;

WHITMAN LLC & LUCKY LOU LLC; SDCI #3032916; approved December 05,2019; K.C.

Recording #20191209900001;

WHITMAN LLC; SDCI #3032917; approved November 15,2019; K.C. Recording #20191119900004;

SHLEVICH BETA LLC; SDCI #3032972; approved November 15,2019; K.C. Recording

#20191120900007;

SHLEVICH BETA LLC; SDCI #3032973; approved November 06,2019; K.C. Recording

#20191112900004;

DEP REAL ESTATE VI LLC; SDCI #3032976; approved November 07,2019; K.C. Recording

#20191113900010;

FILTHY LLC; SDCI #3033052; approved November 08,2019; K.C. Recording #20191113900011;

MRN HOMES LLC; SDCI #3033252; approved November 04,2019; K.C. Recording

#20191107900008;

ISOLA REAL ESTATE VI LLC; SDCI #3033271; approved November 06,2019; K.C. Recording

#20191108900009;

GREENBUILD DEVELOPMENT LLC; SDCI #3033373; approved December 04,2019; K.C.

Recording #20191205900007;

DL BUILDERS LLC; SDCI #3033485; approved November 07,2019; K.C. Recording

#20191112900001;

SAGE HOMES NORTHWEST LLC; SDCI #3033513; approved October 28,2019; K.C. Recording

#20191030900017;

ISOLA REAL ESTATE VII LLC; SDCI #3033528; approved November 15,2019; K.C. Recording

#20191119900007;

MRN HOMES LLC; SDCI #3033542; approved November 07,2019; K.C. Recording

#20191112900005;

BBD SIX LLC; SDCI #3033565; approved November 19,2019; K.C. Recording #20191120900004;

ISOLA CONSTRUCTION INC; SDCI #3030635; approved November 01,2019; K.C. Recording

#20191107900005;

ISOLA CONSTRUCTION LLC; SDCI #3030636; approved October 28,2019; K.C. Recording

#20191030900005;

ISOLA CONSTRUCTION INC; SDCI #3030637; approved October 29,2019; K.C. Recording
#20191030900018;

CONTEMPORARY BUILDERS GROUP LLC; SDCI #3030956; approved November 04,2019; K.C.
Recording #20191107900022;

SEATTLE CUSTOM HOMES LLC; SDCI #3031149; approved October 28,2019; K.C. Recording
#20191030900002;

STERLING LAND ACQUISITIONS LLC; SDCI #3031163; approved October 24,2019; K.C.
Recording #20191028900002;

ISOLA REAL ESTATE V LLC; SDCI #3031550; approved October 29,2019; K.C. Recording
#20191030900011;

SENSA HOMES LP; SDCI #3031610; approved November 05,2019; K.C. Recording
#20191107900021;

BDR URBAN 24 LLC; SDCI #3031737; approved October 24,2019; K.C. Recording
#20191025900004;

CRAFTED DESIGN BUILD LLC; SDCI #3033692; approved November 05,2019; K.C. Recording
#20191107900019;

62ND AVENUE SW LLC; SDCI #3033716; approved December 11,2019; K.C. Recording
#20191213900003;

62ND AVENUE SW LLC; SDCI #3033717; approved November 13,2019; K.C. Recording
#20191118900003;

WALLYLITE LLC; SDCI #3033736; approved October 29,2019; K.C. Recording #20191031900003;
9736 WOODLAWN LLC; SDCI #3033844; approved November 04,2019; K.C. Recording
#20191107900004;

GENESEE ST LLC; SDCI #3033852; approved November 05,2019; K.C. Recording

#20191108900006;

ALONGI DAVID & TYSON TIMOTHY & OBERMILLER IAN & OBERMILLER OLIVIA; SDCI #3033867; approved December 04,2019; K.C. Recording #20191206900006;

BOWE JARED & BOWE JENECIA & DOVEY JENNIFER & DOVEY JAC; SDCI #3033880; approved September 30,2019; K.C. Recording #20191030900024;

DEP HOLDINGS I LLC; SDCI #3033883; approved October 22,2019; K.C. Recording #20191025900001;

C&H FUNDING LLC; SDCI #3033906; approved October 22,2019; K.C. Recording #20191025900002;

BROTHERS K DEVELOPMENT LL; SDCI #3033909; approved November 01,2019; K.C. Recording #20191107900009;

COLUMBIA BUILDERS INC; SDCI #3033920; approved December 04,2019; K.C. Recording #20191205900006;

PERPETUITY LLC; SDCI #3033923; approved November 06,2019; K.C. Recording #20191209900004;

COLLZ INC; SDCI #3033926; approved November 15,2019; K.C. Recording #20191119900001;
RESOLUTE BUILDERS LLC; SDCI #3034017; approved December 11,2019; K.C. Recording #20191212900004;

GLASSHOUSE FOUR LLC; SDCI #3034019; approved December 11,2019; K.C. Recording #20191212900002;

GLASSHOUSE FOUR LLC; SDCI #3034022; approved December 02,2019; K.C. Recording #20191205900008;

ALL DAY BUILT LLC; SDCI #3034026; approved November 04,2019; K.C. Recording #20191107900002;

ECOBUILDERS LLC; SDCI #3034088; approved November 07,2019; K.C. Recording
#20191112900003;

BUILDERS SYNDICATE; SDCI #3034090; approved December 09,2019; K.C. Recording
#20191210900006;

GREENBUILD DEVELOPMENT LLC; SDCI #3034092; approved November 19,2019; K.C.
Recording #20191120900002;

NW CONTOUR BUILDING COMPANY; SDCI #3034094; approved December 05,2019; K.C.
Recording #20191209900006;

CHEBAN NATALYA; SDCI #3034152; approved November 04,2019; K.C. Recording
#20191107900006;

CRAFTED DESIGN BUILD LLC; SDCI #3034156; approved December 05,2019; K.C. Recording
#20191209900005;

ANDERSON GREG & ANDERSON LENA & HANSEN MIKE & HANSEN MIRIAM; SDCI
#3034323; approved December 09,2019; K.C. Recording #20191210900005;

GREEN CANOPY HOMES LLC; SDCI #3034383; approved December 12,2019; K.C. Recording
#20191216900004;

HOMESLICE LLC; SDCI #3034385; approved November 06,2019; K.C. Recording
#20191108900004;

DEP REAL ESTATE VI LLC; SDCI #3034417; approved November 18,2019; K.C. Recording
#20191119900002;

RT GROUP LLC; SDCI #3034451; approved December 04,2019; K.C. Recording #20191205900005;
BEAU DEVELOPMENT INC; SDCI #3034467; approved November 18,2019; K.C. Recording
#20191120900001;

HABITAT 33 LLC; SDCI #3034478; approved December 04,2019; K.C. Recording #20191206900004;

GREEN WAY HOMES LLC; SDCI #3034497; approved November 15,2019; K.C. Recording
#20191119900003;

STEELE HOMES INC; SDCI #3034516; approved December 05,2019; K.C. Recording
#20191209900002;

COOMBES DEVELOPMENT LLC; SDCI #3034529; approved November 06,2019; K.C. Recording
#20191108900002;

MAX BLUE LLC; SDCI #3034531; approved November 13,2019; K.C. Recording #20191115900003;
PERPETUITY LLC; SDCI #3034554; approved December 02,2019; K.C. Recording
#20191204900009;

EPIC HOMES INC; SDCI #3034561; approved October 29,2019; K.C. Recording #20191101900002;
ALL DAY PROPERTIES LLC; SDCI #3034573; approved December 09,2019; K.C. Recording
#20191210900003;

EMERALD VILLAS LLC; SDCI #3034618; approved December 04,2019; K.C. Recording
#20191206900001;

616 DEVELOPMENT LLC; SDCI #3034626; approved October 29,2019; K.C. Recording
#20191030900001;

COOMBES DEVELOPMENT LLC; SDCI #3034637; approved November 06,2019; K.C. Recording
#20191107900011;

CEDAR FUND LP; SDCI #3034642; approved December 17,2019; K.C. Recording #20191219900010;
6522 34TH AVE SW LLC; SDCI #3034709; approved October 29,2019; K.C. Recording
#20191030900025;

LOF HOLDINGS LLC; SDCI #3034840; approved December 11,2019; K.C. Recording
#20191213900004;

SEATTLE BUILT GREEN LLC; SDCI #3034843; approved November 21,2019; K.C. Recording

#20191122900003;

Section 2. The real property interests conveyed by the easements in Section 1 of this ordinance are placed under the jurisdiction of the City Light Department.

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

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

Passed by the City Council the _____ day of _____, 2020, and signed by me in open session in authentication of its passage this _____ day of _____, 2020.

President _____ of the City Council

Approved by me this _____ day of _____, 2020.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2020.

Monica Martinez Simmons, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle City Light	Tom DeBoer/206-684-4185	Greg Shiring/206-386-4085

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

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE relating to the City Light Department; accepting various easements for overhead and underground electrical rights in King County, Washington; placing said easements under the jurisdiction of the City Light Department, and ratifying and confirming certain prior acts.

Summary and background of the Legislation:

This ordinance accepts 531 easements for overhead and underground electrical rights in King County, Washington. These easements are contained in short plats, lot boundary adjustments, and unit lot subdivisions approved by the Seattle Department of Construction and Inspections (SDCI).

SDCI requires that applications for short plats, lot boundary adjustments, and unit lot subdivisions be reviewed by other City departments. Each lot created in such property divisions needs to have adequate access for all utilities, including electrical service. The access for such utilities is provided by the means of utility easements in the final approved short plats, lot boundary adjustments, and unit lot subdivisions recorded with King County.

The Seattle City Charter requires that all acquisition and disposal of real property interests must be by ordinance. City Light periodically requests that the City Council accept by ordinance all the electrical service easements acquired through land use permitting actions.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

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

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

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

City Light cannot provide electrical service for these customers without the easements being in place. The financial cost of not implementing this legislation would be the forgone revenue from these customer accounts.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

Yes. This legislation accepts the electrical service easements contained in short plats, lot boundary adjustments, and unit lot subdivisions, acquired through land use permitting actions by SDCI during the prior year.

b. Is a public hearing required for this legislation?

No.

c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?

No.

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

No.

e. Does this legislation affect a piece of property?

Yes. The easements are mapped in Seattle City Light's Real Property Geographic Information System (GIS).

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

There are no perceived impacts. No. Not applicable.

g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s).

Not applicable.

List attachments/exhibits below:

None.



Seattle City Light



PLATTED & DISTRIBUTION EASEMENTS

Easement Acceptance Ordinance

Greg Sancewich | December 2 , 2020

2018 & 2019 PLATTED EASEMENTS

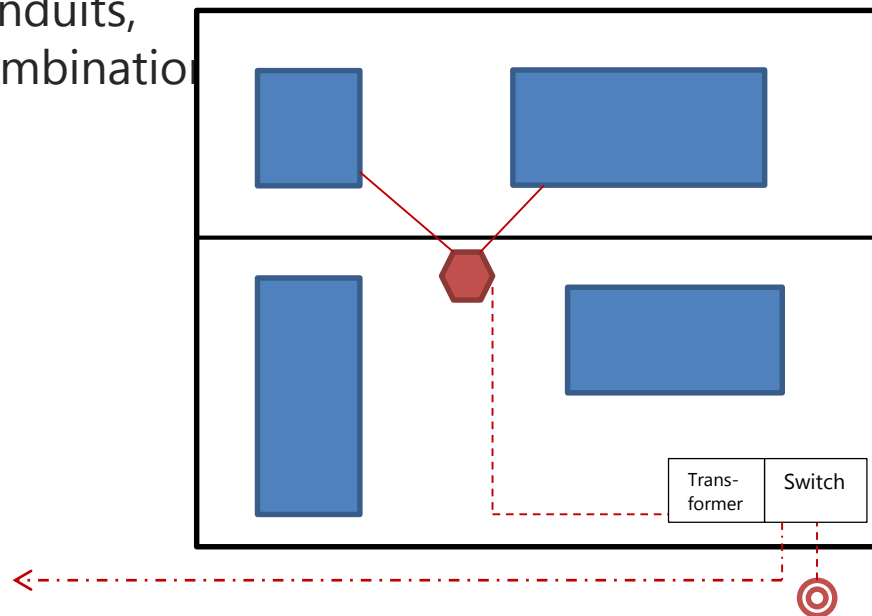
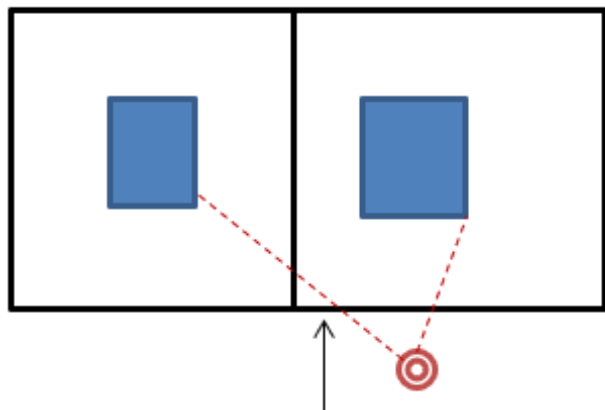


- Number of Easements: 531
- Provide required access for electrical facilities
- These easements are contained in short plats, lot boundary adjustments, and unit lot subdivisions



2018 & 2019 DISTRIBUTION EASEMENTS

- Number of Easements: **60**
- Distribution easements are required whenever portions of City Light's distribution system are located on private property
- The distribution system can be overhead (poles, wires, transformers, anchors), underground (vaults, handholes, conduits, padmount equipment, wire) or a combination of both.





Legislation Text

File #: Res 31980, **Version:** 1

CITY OF SEATTLE

RESOLUTION _____

A RESOLUTION granting conceptual approval to construct, install, maintain, and operate below-grade private utility lines under and across Roy Street, west of 8th Avenue N; Dexter Avenue N, north of Mercer Street; Roy Street, west of Dexter Avenue N; and the alley north of Mercer Street, west of Dexter Avenue N, south of Roy Street, and east of Aurora Avenue N, as proposed by McKinstry Company LLC.

WHEREAS, McKinstry Company LLC applied for permission to construct below-grade private utility lines

between the buildings located at 601 Dexter Avenue N, 701 Dexter Avenue N, and 800 Mercer Street in the South Lake Union neighborhood (“ARE District Energy”); and

WHEREAS, the purpose of ARE District Energy is to extract waste heat from municipal wastewater and

distribute it between the buildings located at 601 Dexter Avenue N, 701 Dexter Avenue N, and 800 Mercer Street, reducing energy usage and carbon emissions that would otherwise be lost; and

WHEREAS, in making a recommendation, the Director of the Seattle Department of Transportation

(“Director”) considered the plans and application materials submitted by McKinstry Company LLC to construct, install, maintain, and operate ARE District Energy and recommends that conceptual approval be granted; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE MAYOR

CONCURRING, THAT:

Section 1. The City Council finds that the below-grade private utility lines under and across Roy Street, west of 8th Avenue N; Dexter Avenue N, north of Mercer Street; Roy Street, west of Dexter Avenue N; and the alley north of Mercer Street, west of Dexter Avenue N, south of Roy Street, and east of Aurora Avenue N (“ARE District Energy”) as proposed by McKinstry Company LLC are in accordance with and in the public

interest.

Section 2. As conditions for obtaining permission to construct, install, maintain, and operate ARE District Energy, McKinstry Company LLC shall:

(1) Provide engineering and utility plans for additional review and permitting by the Seattle Department of Transportation (SDOT), which the Director will circulate to other City departments and any public and private utilities affected by the installation of ARE District Energy;

(2) Provide a surety bond, covenant agreement, and public liability insurance naming the City as an additional insured or self-insurance, as approved by the City's Risk Manager;

(3) Pay all City permit fees;

(4) Obtain all necessary permits;

(5) Maintain and inspect ARE District Energy; and

(6) Remove ARE District Energy and restore the right-of-way to in as good condition for public use as existed prior to construction of the ARE District Energy and in at least as good condition in all respects as the abutting portions of the public place, as required by SDOT right-of-way restoration standards, upon expiration of the term permit or at the direction of the Director or City Council, in accordance with the provisions of the term permit ordinance.

Section 3. After this resolution is adopted, SDOT will present to the Council a draft term permit ordinance identifying the conditions under which permission may be granted for the use of the right-of-way for ARE District Energy. Permission to use the right-of-way is subject to the Council's decision to approve, deny, or modify the draft term permit ordinance presented by the Director.

Section 4. As recommended by the Director and the Mayor, conceptual approval for construction, installation, maintenance, and operation of the private utility lines under and across Roy Street, west of 8th Avenue N; Dexter Avenue N, north of Mercer Street; Roy Street, west of Dexter Avenue N; and the alley north of Mercer Street, west of Dexter Avenue N, south of Roy Street, and east of Aurora Avenue N is GRANTED.

Adopted by the City Council the _____ day of _____, 2020, and signed by
me in open session in authentication of its adoption this _____ day of _____, 2020.

President _____ of the City Council

The Mayor concurred the _____ day of _____, 2020.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2020.

Monica Martinez Simmons, City Clerk

(Seal)

SUMMARY and FISCAL NOTE

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Department of Transportation	Amy Gray/206-386-4638	Christie Parker/206-684-5211

1. BILL SUMMARY

Legislation Title:

A RESOLUTION granting conceptual approval to construct, install, maintain, and operate below-grade private utility lines under and across Roy Street, west of 8th Avenue N; Dexter Avenue N, north of Mercer Street; Roy Street, west of Dexter Avenue N; and the alley north of Mercer Street, west of Dexter Avenue N, south of Roy Street, and east of Aurora Avenue N, as proposed by McKinstry Company LLC.

Summary and background of the Legislation:

This resolution grants conceptual approval for below-grade private utility lines as proposed by McKinstry Company LLC. After adoption of this resolution, SDOT will provide a draft term permit ordinance for Council's consideration that identifies the conditions under which permission to use the right-of-way may be granted.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ☐ Yes ☒ No

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

This resolution does not directly result in revenues/reimbursements. After this resolution is approved by Council, SDOT will prepare a draft term permit ordinance which will identify permit fee revenue associated with the permit.

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

Although this resolution does not accept nor appropriate funds, SDOT will receive a permit fee from McKinstry Company LLC after the effective date of the term permit ordinance.

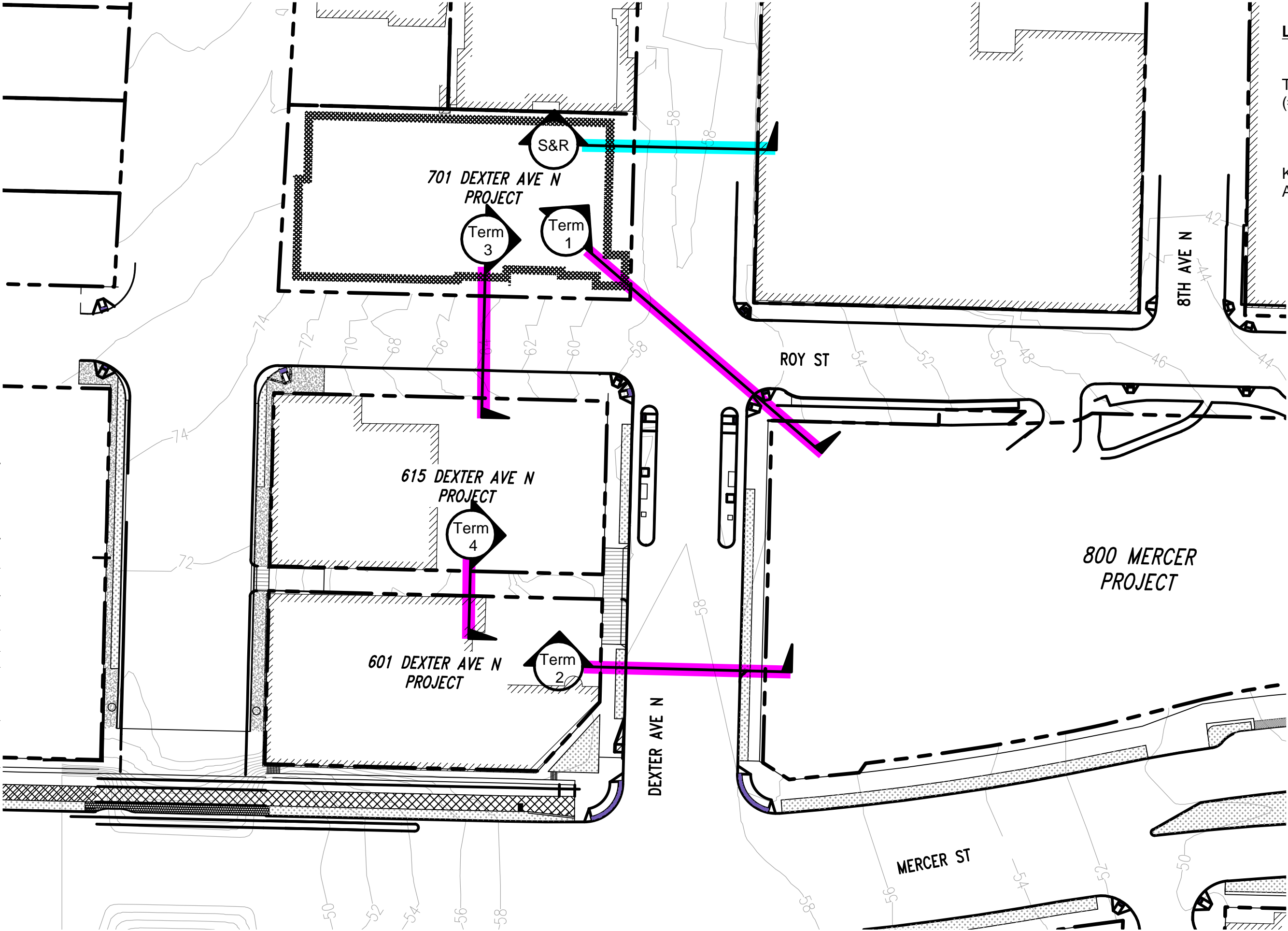
4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?
No.

- b. Is a public hearing required for this legislation?**
No.
- c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?**
No.
- d. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**
No.
- e. Does this legislation affect a piece of property?**
Yes, the properties located at 601 Dexter Ave N, 701 Dexter Ave N, and 800 Mercer St.
- f. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?**
There are no perceived implications for the principles of the Race and Social Justice Initiative.
- g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?**
N/A

List attachments/exhibits below:

Summary Attachment A – ARE District Energy Area Map



LEGEND

Term Permit & Associated UMP
(#419864_701 Dexter Ave N)



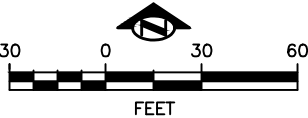
KC Supply/Return Side Sewer &
Associated UMP (# TBD)



Z:\1900001-190099\1900613 800 Mercer\CADD\Exhibits\ Street Utility Sections\ARE ED Diagramatic Plan 2020-05-21.dwg

JanileC

May 21, 2020 - 2:59pm



**ARE Energy District
TERM PERMIT EXHIBIT**

**PRELIMINARY
4/21/2020**

November 30, 2020

MEMORANDUM

To: Transportation and Utilities Committee
From: Lish Whitson, Analyst
Subject: Resolution 31980: ARE District Energy conceptual approval

On Wednesday, December 2, 2020 the Transportation and Utilities Committee will consider [Resolution 31980](#), which would grant conceptual approval for a new significant structure term permit to McKinstry Company LLC (McKinstry) to build private utility tunnels to create a district energy system in South Lake Union, Council District 7. Because these proposed utility tunnels cross under city streets, approval must be granted by the City Council pursuant to [Seattle Municipal Code \(SMC\) Chapter 15.65 – Significant Structure Term Permits](#). Conditional conceptual approval of the term permit is the first step in approving the district energy system. Resolution 31980 would grant conceptual approval to McKinstry for the construction of the district energy system and would direct the Seattle Department of Transportation (SDOT) to negotiate final approval of the permit.

This memorandum summarizes the term permit approval process and describes the conditions of approval under Resolution 31980.

Significant Structure Term Permits

A significant structure is a structure that has “a long-anticipated duration of encroachment, impede the City's or public's flexibility in the use of the public place, or are necessary for the functioning of other property of the permittee.” Examples include tunnels below streets that provide access to utility, pedestrian or vehicular access; public art placed in right-of-way; and overhead structures attached to buildings. SMC Chapter 15.65 establishes the procedures and criteria for approval of term permits for significant structures.

Generally, the City grants approval for a ten-year term, renewable two times for a total term of thirty years but the Council may approve a different term.

[SMC 15.65.040.C](#) identifies ten issues that are considered when reviewing whether to approve a significant structure:

1. Adequacy of horizontal, vertical, and other clearances.
2. View blockage and impacts due to reduction of natural light.
3. Construction review is at 60 percent conceptual approval.
4. Interruption or interference with existing streetscape or another street amenities.
5. Effect on pedestrian activity;
6. Effect on commerce and enjoyment of neighboring land uses;
7. Availability of reasonable alternatives;
8. Effect on traffic and pedestrian safety;
9. Accessibility for the elderly and handicapped; and
10. The public benefit mitigation elements provided by the proposal, to the extent required based on the nature of the structure.

Once the SDOT Director reviews the term permit petition, they transmit a recommendation to the City Council for conceptual approval. The Council's review of the proposal considers the ten items noted above in order to determine whether the structure is in the public interest and no reasonable alternative to the structure exists. The Council may provide conceptual approval, conditional conceptual approval or deny the term permit through a resolution.

If SDOT determines that the construction plans are consistent with the Council's approval or conditional approval, SDOT forwards a bill to the City Council for its final decision to grant or deny the application for a proposed new structure permit.

ARE District Energy

McKinstry proposes to build private utility lines under Roy Street, west of 8th Avenue N and west of Dexter Avenue N; Dexter Avenue N, north of Mercer Street; and the alley north of Mercer Street between Dexter Avenue N and Aurora Avenue N. The utility lines would be used to extract waste heat from municipal wastewater and distribute it between buildings located at 601 Dexter Avenue N, 701 Dexter Avenue N, and 800 Mercer Street in South Lake Union, District 7. Each of these sites is the location of development proposed by Alexandria Real Estate (ARE), including the Mercer MegaBlock site, which the City is in the process of selling to ARE. The district energy system would reduce energy use and carbon emissions by using heat that would otherwise be lost. A [map](#) showing the proposed locations of the utility tunnels is attached to the fiscal note for Resolution 31980.

Resolution 31980 would grant conditional conceptual approval for a significant structure term permit to the ARE District Energy project. McKinstry would need to meet the following conditions outlined in the resolution before SDOT recommends approval and McKinstry receives a term permit:

- (1) Provide engineering and utility plans for additional review and permitting by the Seattle Department of Transportation (SDOT), which the Director will circulate to other City departments and any public and private utilities affected by the installation of ARE District Energy;
- (2) Provide a surety bond, covenant agreement, and public liability insurance naming the City as an additional insured or self-insurance, as approved by the City's Risk Manager;
- (3) Pay all City permit fees;
- (4) Obtain all necessary permits;
- (5) Maintain and inspect the ARE District Energy system; and
- (6) Commit to removing the ARE District Energy system and restoring the right-of-way to in as good condition for public use as existed prior to construction of the ARE District Energy system and in at least as good condition in all respects as the abutting portions of the public place, as required by SDOT right-of-way restoration standards, upon expiration of the term permit or at the direction of the Director or City Council, in accordance with provisions of the term permit ordinance.

The Resolution directs SDOT to draft a term permit Ordinance that reflects these conditions for Council consideration. If Council approves the bill, McKinstry would have the right to build the ARE District Energy system pursuant to the Ordinance.

Next Steps

If the Committee recommends adoption of the resolution at its meeting on December 2nd, final adoption could occur as early as the City Council meeting on December 7th. Once the resolution is adopted and McKinstry meets the conditions listed above, SDOT would begin to draft a bill to approve the term permit.

cc: Dan Eder, Interim Director
Aly Pennucci, Supervising Analyst



ARE District Energy

Council Transportation and Utilities Committee



Presentation overview

- McKinstry Company LLC is seeking a new permit for private utility lines under Roy St, Dexter Ave N, & in the alley north of Mercer St
- The utility lines will extract waste heat from municipal wastewater and distribute energy between 601 Dexter Ave N, 701 Dexter Ave N, & 800 Mercer St
- SDOT recommends approval of the term permit

Term permit process

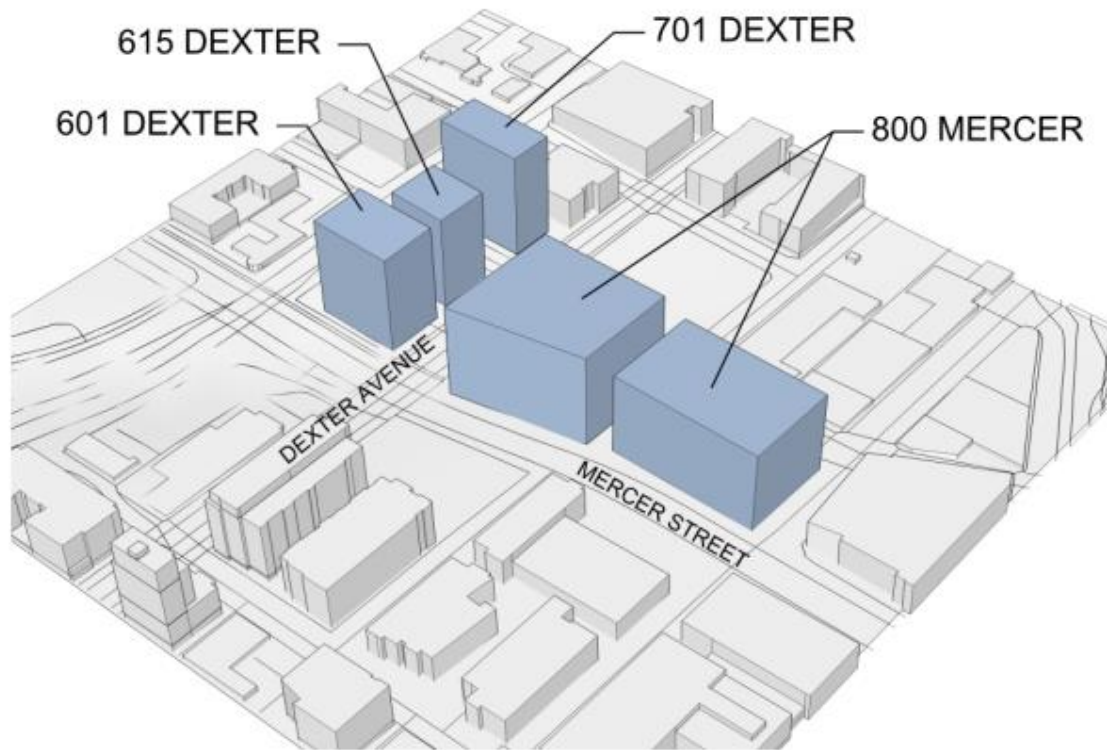
- Step 1: Resolution

Adoption of the resolution provides conceptual approval for the private use in the right-of-way, subject to the terms and conditions to be established in the term permit ordinance.

- Step 2: Ordinance

Passage of the ordinance details the terms and conditions of the permit, including annual fee, maintenance obligations, indemnification, insurance, and bond requirements.

Proposal



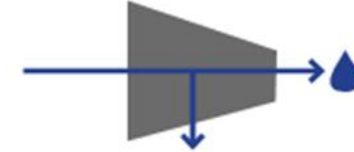
EXTRACT & COLLECT

Tap sewage main and pipe to collection tank



SCREEN & PROCESS

Process the raw sewage to prepare it for heat exchange
— details depends on manufacturer



HEAT EXCHANGE

Exchange sewage heat with condenser water system
via specialty heat exchanger



RETURN

Return processed sewage back to communal sewage main



Proposal

- Sewer wastewater contains heat energy; heat is currently expelled to the atmosphere
- Repurposing this wasted resource will provide 90% of total heating requirements for 1.4 million sq. ft. occupied space
- Annual energy savings are estimated at 1,045,000 kWh/yr; enough electricity to power approximately 125 homes
- CO2 savings are estimated at 4.6 million pounds/yr; equivalent of removing 451 cars annually



Project neighborhood - South Lake Union

601 Dexter Ave N, 701 Dexter Ave N, & 800 Mercer St



Lake Uni

Requested action

- SDOT is seeking Council adoption of this resolution for conceptual approval for the private utility lines to use excess waste heat by McKinstry Company LLC.
- If the resolution is adopted, SDOT will prepare the term permit ordinance
- If the ordinance is approved, this permit will be in place until 2036

Questions?

amy.gray@seattle.gov | (206) 386-4638

www.seattle.gov/transportation





Legislation Text

File #: CB 119959, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE imposing a revenue measure of 0.15 percent sales and use tax for transportation purposes as authorized by Seattle voters at the November 3, 2020 election; and ratifying and confirming certain prior acts.

WHEREAS, the Revised Code of Washington (RCW), Chapter 36.73, provides for establishment of

transportation benefit districts by cities and counties and authorizes those districts to levy and impose various taxes and fees to generate revenues to support transportation improvements that benefit the district and that are consistent with state, regional, or local transportation plans and necessitated by existing or reasonably foreseeable congestion levels; and

WHEREAS, City of Seattle Ordinance 123397 created the Seattle Transportation Benefit District for preserving and maintaining transportation infrastructure; improving public safety; implementing elements of the Seattle Transportation Strategic Plan and other planning documents; investing in bicycle, pedestrian, freight mobility, and transit enhancements; and providing people with choices to meet their mobility needs; and

WHEREAS, on August 7, 2016, by Ordinance 125070, The City of Seattle (“City”) assumed the rights, powers, immunities, functions, and obligations of the STBD as authorized under RCW 36.74.030; and

WHEREAS, on July 31, 2020, by Ordinance 126115, the City placed Proposition 1 on the November 3, 2020 ballot authorizing a 0.15 percent sales and use tax through March 31, 2027, as a replacement for the Seattle Transportation Benefit District measure that passed in 2014 and expires on December 31, 2020; and

WHEREAS, on November 3, 2020, City of Seattle Proposition 1 was approved by a majority of qualified Seattle electors; and

WHEREAS, The City of Seattle intends to implement programs necessary to implement Proposition 1, as defined in Ordinance 126115, including purchase of King County Metro Transit services with over 65 percent of stops within Seattle; transit access for low-income residents, workers, seniors, and youth; transit infrastructure maintenance and capital improvements; and emerging mobility needs related to COVID-19 response and recovery, and closure of the West Seattle High Bridge; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. A 0.15 percent sales and use tax is established, as authorized by Ordinance 126115, and consistent with RCW 36.73.040 and 36.73.065, to be collected by the Washington State Department of Revenue, as set forth in RCW 82.14.0455. This sales and use tax will expire on March 31, 2027.

Section 2. The revenues generated by this sales and use tax shall be used in accordance with the purposes set forth in Ordinance 126115.

Section 3. The Finance Director is authorized to provide any necessary notice to the Department of Revenue in order to effectuate the sales and use tax enacted by this ordinance no later than April 1, 2021, in accordance with RCW 82.14.0455 and 82.14.055, and to execute, on and behalf of The City of Seattle, any necessary agreement with the Department of Revenue for the collection and administration of the tax enacted by this ordinance.

Section 4. Any notice given or agreement executed by the Finance Director as authorized by Section 3 of this ordinance prior to the effective date of this ordinance is ratified and confirmed. Action necessary to ensure collection of this sales and use tax starting April 1, 2021, is ratified and confirmed.

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

Passed by the City Council the _____ day of _____, 2020, and signed by
me in open session in authentication of its passage this _____ day of _____, 2020.

President _____ of the City Council

Approved by me this _____ day of _____, 2020.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2020.

Monica Martinez Simmons, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
SDOT	Bill LaBorde/206.484.8662	Christie Parker/206.684.5211

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

1. BILL SUMMARY

Legislation Title: AN ORDINANCE imposing a revenue measure of 0.15 percent sales and use tax for transportation purposes as authorized by Seattle voters at the November 3, 2020, election; and ratifying and confirming certain prior acts.

Summary and background of the Legislation:

This legislation is necessary to enact the 0.15% sales and use tax approved by voters in November 2020. Funds will be used to maintain and enhance transit service and access in Seattle. Revenue collections will begin April 1, 2021 and continue through the first quarter of 2027.

The November 2020 ballot measure replaces a previous measure that imposed a 0.1% sales and use tax and \$60 vehicle license fee; that measure was approved by voters in November 2014 and expires December 31, 2020.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ☐ Yes ☒ No

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

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

This legislation is necessary in order to collect the 0.15% sales and use tax approved by Seattle voters. Without this legislation, the City will be unable to receive this tax revenue which will be used to fund transit service and other items.

3.a. Appropriations

— This legislation adds, changes, or deletes appropriations.

Appropriations Notes: This legislation does not provide appropriations. Funds will be appropriated in separate budget legislation.

3.b. Revenues/Reimbursements

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

Revenue/Reimbursement Notes: This legislation will provide an estimated \$294 million of dedicated revenue for transportation purposes over six years; approximately \$33 million of this revenue will be generated in 2021, and just over \$45 million will be generated in the first full year of collections in 2022. These revenues are not added to the City's budget through this legislation but will be accounted for in separate budget revision and appropriation legislation.

Annual revenues are estimated as follows (dollars in millions):

2021	2022	2023	2024	2025	2026	2027	Total
\$33.4M	\$45.6M	\$48.1M	\$49.9M	\$51.5M	\$53.3M	\$12.6	\$294.3M

Revenue collections are estimated to begin April 1, 2021 and continue through the first quarter of 2027.

3.c. Positions

— This legislation adds, changes, or deletes positions.

Position Notes: This legislation does not add, change or delete positions. Position additions, changes or deletions are being determined through separate budget legislation.

4. OTHER IMPLICATIONS

- a. Does this legislation affect any departments besides the originating department?
No
- b. Is a public hearing required for this legislation?
No
- c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?
No

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

No

- e. Does this legislation affect a piece of property?**

No

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

While the regressive effects of relying on sales tax has a disproportionate impact on lower income communities of color, including immigrant and refugee communities, the Mayor and Council agreed to increase the STBD sales tax rate by .05% after hearing from many of these same communities about the need to maintain frequent transit service. People of color tend to rely on public transportation more than Seattle residents as a whole. For example, through the pandemic, routes like Metro Route 7 that serve more racially diverse parts of Seattle have retained roughly half their pre-COVID levels of ridership while routes serving less diverse parts of the City are generating approximately 20% pre-COVID ridership.

- g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?**

Yes. This legislation allows the Seattle Transportation Benefit District investments in transit service and access first approved by Seattle voters in 2014 to continue for another 6 years. Given the uncertainty created by Initiative I-976, the measure approved by voters on November 3 relies entirely on sales tax revenue; unlike the 2014 measure, the 2016 measure does not authorize any vehicle license fees.

List attachments/exhibits below:

Seattle Transportation Benefit District Prop 1 Implementation

Bill LaBorde,
Transportation & Utilities Committee
December 2, 2020



City of Seattle 246

Presentation Overview

- STBD implementation timeline
- Council bill authorizing 6-month extension of 2015 Metro Agreement
- Council bill implementing 2020 Prop 1 0.15% sales tax

Prop 1 implementation timeline

November 3	Seattle voters approve STBD Prop 1
November 23	Council approves 2021 budget with STBD spending authority
November 24	King County certifies General Election approval of Prop 1
December 2	TUC consideration of legislation implementing Prop 1 sales tax and extending existing Metro service contract through end of current service change period
December 2	Council discussion and possible vote extending 2015 Metro service agreement
December 31	2014 Prop 1 \$60 VLF and 0.1% sales tax expires
March 20	Metro spring service change
April 1	Dept of Revenue begins collecting 2020 voter-approved sales tax

6-month extension of 2015 Metro agreement

- Ordinance 124720 enacted February 2015 authorized transit service agreement with King County to implement 2014 Prop 1
- 2015 MOA expires Dec 31, 2020
- Council authorization required to extend agreement to cover current service purchases expiring March 2021
- Council Bill allows extension through end of June 2021, necessary to fully close out current agreement

Prop 1 sales tax implementation

- Nov 3 General Election - Prop 1 approved by 80% of Seattle voters (certified Nov 24)
- Prop 1 authorizes the City to implement up to 0.15% sales tax through Mar 31, 2027
- Once enacted, Executive notifies Dept of Revenue and collections commence April 1, 2021
- New revenues will cover transit service purchases beginning with spring Metro service change – March 20, 2021

Questions?

Bill.LaBorde@seattle.gov | (206) 684-0102

www.seattle.gov/transportation





Legislation Text

File #: CB 119960, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE regarding the Transit Service Funding Agreement with King County; authorizing the Director of the Seattle Department of Transportation to execute an amendment to the agreement extending the term to June 30, 2021; and ratifying and confirming certain prior acts.

WHEREAS, in November 2014, Seattle voters approved Seattle Transportation Benefit District (STBD)

Proposition 1, approving a \$60 annual vehicle license fee and 0.1 percent sales tax for the purpose of purchasing transit service from King County Metro Transit (“Metro Transit”); and

WHEREAS, on February 27, 2015, Ordinance 124720 was enacted, authorizing the Director of the Seattle Department of Transportation (SDOT) to execute an interlocal agreement (“Agreement”) with Metro Transit to purchase the transit service necessary to implement the transit service approved by voters through the STBD measure; and

WHEREAS, Section 4 of the Agreement provides that Metro Transit’s General Manager and the SDOT Director may extend the Agreement for up to three years without additional approval by the City Council and, in 2018, SDOT and Metro Transit did, in fact, execute an extension to the current Agreement through December 31, 2020; and

WHEREAS, the current Metro Transit service period through which The City of Seattle (“City”) is purchasing fixed route bus service started on September 19, 2020, and ends on March 20, 2020; and

WHEREAS, the City’s STBD-funded partnership with Metro Transit to provide Via to Transit on-demand service in the Rainier Valley runs through April 1, 2020; and

WHEREAS, final reconciliations and invoices will be issued following the end of the above-noted service

terms; and

WHEREAS, the King County Council passed Ordinance 19169 on September 29, 2020, approving

“Amendment No. 5” to the Agreement, which would extend it through June 30, 2021, NOW,

THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Seattle Department of Transportation (SDOT) Director, or the Director’s designee, is hereby authorized and directed to execute on behalf of The City of Seattle Amendment No. 5 to the Transit Service Funding Agreement by and between The City of Seattle, in substantially the form as described in Attachment A to this ordinance.

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

Section 3. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2020, and signed by me in open session in authentication of its passage this _____ day of _____, 2020.

President _____ of the City Council

Approved by me this _____ day of _____, 2020.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 20.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Attachment A - Amendment No. 5 to the Transit Service Funding Agreement by and Between King County and The City of Seattle

**AMENDMENT No. 5
TO THE
TRANSIT SERVICE FUNDING AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
THE CITY OF SEATTLE**

This Amendment No. 5 to the Transit Service Funding Agreement (“Amendment No. 5” or the “Fifth Amendment”) is made by and between King County, a political subdivision of the State of Washington and home rule charter county with broad powers to provide public transportation within the County's geographic boundaries, by and through the King County Metro Transit Department (the “County” or “Metro Transit”) and the City of Seattle, a Washington municipal corporation, by and through the Seattle Department of Transportation (the “City” or “SDOT”) both of which entities may be referred to hereinafter individually as a “Party” and collectively as the “Parties.”

- A. In February 2015, Ordinance 17978 was enacted, approving The Transit Service Funding Agreement (the “Agreement”) between King County and the city of Seattle.
- B. The original term was set to expire December 31, 2017.
- C. Section 4 of the Agreement provides that the General Manager and the Director may extend the Agreement for up to three (3) years without additional approval by the County Council or the City Council.
- D. In December 2017, the Parties executed an amendment to extend the Agreement until June 30, 2018.
- E. In June 2018, the Parties executed another amendment to extend the Agreement until December 31, 2020—three years from the initial expiration date.
- F. The Parties desire to extend the Agreement an additional six (6) months, until June 30, 2021.

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants set forth herein, the Parties agree to amend the Agreement as follows:

- 1. Section 4 of the Agreement, “Agreement Duration,” is hereby modified by extending the expiration date of the Agreement to June 30, 2021.

2. Except as specifically provided for in this Amendment No. 5, all other provisions of the Agreement shall remain unchanged and in full force and effect.
3. Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
4. This Amendment No. 5 shall be effective as of January 1, 2021.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 5 to the Agreement as of the date set forth below their signatures.

KING COUNTY

CITY OF SEATTLE

By: _____
Rob Gannon
General Manager
Metro Transit Department

By: _____
Sam Zimbabwe
Director
Seattle Department of Transportation

Date: _____

Date: _____

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
SDOT	Bill LaBorde/206.484.8662	Christie Parker/206.684.5211

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

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE regarding the Transit Service Funding Agreement with King County; authorizing the Director of the Seattle Department of Transportation to execute an amendment to the agreement extending the term to June 30, 2021; and ratifying and confirming certain prior acts.

Summary and background of the Legislation:

This legislation authorizes the terms of the existing Transit Service Funding Agreement with King County governing transit service hour purchases, funded by the Seattle Transportation Benefit District (STBD) Proposition 1 transit measure that passed in November 2014 and expires at the end of 2020, to continue through the end of the current Metro service change period, ending March 19, 2021. It will also accommodate the current VIA to Transit partnership commitment that lasts through April 1, 2021. Extending the current agreement through June 2021 will allow time for Metro to produce final reconciliation and invoices. With Seattle voters approving Proposition 1 in the 2020 general election, a new 6-year interlocal agreement will be submitted for Council approval in early 2021.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ☐ Yes ☒ No

Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

Both the fixed hour and VIA transit service commitments mentioned above are funded by the existing STBD revenue streams that will be collected through December 31, 2020. The City had always assumed that these commitments would run through the end of the current Metro service period and have, therefore, been shown in STBD spend plans presented to Council and the Transit Advisory Board since 2015. The cost of this contract extension is approximately \$5.5 million and will be paid from the STBD Fund.

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

The City could lose protections afforded by the current Transit Service Funding Agreement if it continued to purchase planned service without an extension.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

No

b. Is a public hearing required for this legislation?

No

c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?

No

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

No

e. Does this legislation affect a piece of property?

No

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

The Amendment 5 extension allows the City to continue purchasing transit service that is particularly important to low-income essential workers and others living in parts of the City with the highest concentrations of people of color, including Rainier Valley, the Delridge corridor and Duwamish communities of South Park and Georgetown. Significant numbers of essential workers live in these communities and are transit dependent. For this reason, many of these routes have retained significant levels of ridership throughout the COVID-19 emergency and it is important for the City and County to avoid gaps in service along these routes.

g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?

N/A

List attachments/exhibits below:

Amendment #1 to CB 119960
Councilmember Pedersen

Transportation and Utilities Committee
December 2, 2020, v1

1. Revise the fourth and fifth Whereas clauses as follows:

WHEREAS, the current Metro Transit service period through which The City of Seattle (“City”) is purchasing fixed route bus service started on September 19, 2020, and ends on ~~March 20, 2020~~ March 20, 2021; and

WHEREAS, the City’s STBD-funded partnership with Metro Transit to provide Via to Transit on-demand service in the Rainier Valley runs through ~~April 1, 2020~~ April 1, 2021; and

###

2. Replace Attachment A, Transit Service Funding Agreement Amendment 5 v1 with Substitute Attachment A, Transit Service Funding Agreement Amendment 5 v2. This revised Attachment A corrects the signature block for the King County Metro General Manager from Rob Gannon to Terry White.



Legislation Text

File #: Res 31981, **Version:** 1

CITY OF SEATTLE

RESOLUTION _____

A RESOLUTION relating to the Seattle Department of Transportation; authorizing the Director to act as the authorized representative/agent on behalf of The City of Seattle and to legally bind The City of Seattle with respect to certain projects for which the City seeks grant funding assistance managed through the Recreation and Conservation Office.

WHEREAS, state grant assistance is requested by The City of Seattle to aid in financing the cost of the Flume Off-Leash Area and Trail Development, a component of the Georgetown-South Park Connection trail project, to be administered by the Seattle Department of Transportation (SDOT); and

WHEREAS, in the development of the 2017 Georgetown Mobility Study, Duwamish Valley community members identified the need for a walkable, bikeable connection between Georgetown and South Park's historic "Main Streets" and connecting the heart of the Duwamish Valley, support which has been reiterated in the form of statements of support from over 400 individuals and six community groups residing in the Duwamish Valley; and

WHEREAS, the trail project is included as a priority within the City's Pedestrian Master Plan, Bike Master Plan, Freight Master Plan, Transit Master Plan, and Bicycle and Pedestrian Safety Analysis; and

WHEREAS, state grant assistance is requested by SDOT to aid in financing the cost of the Flume Off-Leash Area and Trail Development referenced above; NOW, THEREFORE,

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

Section 1. The City of Seattle (for the purposes of this resolution, "the City" and "we/us/our") has applied for State of Washington for funding assistance managed by the State Recreation and Conservation

Office (Office) for the “Proposed CIP Project” in the amount set forth in the “Grant Request” column below:

Proposed Project	RCO Category / Project #	Grant Request	Match	Total
Flume Off-Leash Area and Trail Development (Georgetown to South Park Trail - MC-TR-C096)	#20-1803	\$ 910,445	\$400,000	\$1,310,445

Section 2. The SDOT Director, or the Director’s designee, is authorized to act as the authorized representative/agent for the City who has or will have by the time any project agreement is executed full authority to bind the City regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of the City, (3) sign any amendments thereto on behalf of the City, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).

Section 3. The City has reviewed the sample project agreement, which is attached to this resolution as Attachment 1. The City understands and acknowledges that, if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement, and that such terms and conditions of any signed project agreement shall be legally binding, to the extent allowed by law, on the City if the SDOT Director or the authorized representative/agent enters into a project agreement on our behalf. The City’s obligations under any indemnity provision authorized by this resolution are subject to any limitations imposed by state law. Appropriated funds that are subject to this indemnity obligation include, but are not limited to, funds in the Licensee’s self-insurance program and in the Judgment/Claims Fund (00126) established by Ordinance 124088, and future

moneys appropriated for the same purposes. The City understands that the Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above-authorized representative/agent before execution.

Section 4. The City acknowledges and warrants that the SDOT Director will have full legal authority to enter on its behalf into a project agreement(s) that include indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement to the maximum extent allowed by law or as may be revised prior to execution.

Section 5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on the part of the City.

Section 6. The City understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of the City.

Section 7. The City further understands that prior to executing the project agreement(s), the Office may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. The City accepts the legal obligation that prior to execution of the project agreement(s), the SDOT Director shall inform the City Council of any revisions to the project agreement from that of the sample project agreement and obtain required authority to enter the agreement on behalf of the City. The City also acknowledges and accepts that the Superintendent will not execute the project agreement(s) without required authorizing legislation and that after execution any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) may be deemed to be executed with the authorization of the City and apply to the maximum extent allowed by law.

Section 8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

Section 9. [Reserved from State template due to City legislative requirements.]

Section 10. If match is required for the grant, we understand the City must certify the availability of match at least one month before funding approval. In addition, the City understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

Section 11. The City acknowledges that any property owned by the City that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or by the Office in writing and per the project agreement or an amendment thereto. Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the project agreement or an amendment thereto.

Section 12. The City acknowledges that any property owned by the City that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or by the Office in writing and per the project agreement or an amendment thereto. Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the project agreement or an amendment thereto.

Section 13. The City passes this resolution with the understanding that it shall be deemed to be part of the formal grant application to the Office.

Section 14. By adopting this resolution, the City warrants and certifies that it has full legal authority to commit the City to the warranties, certifications, promises, and obligations set forth in this resolution.

Adopted by the City Council the _____ day of _____, 2020, and signed by

me in open session in authentication of its adoption this _____ day of _____, 2020.

President _____ of the City Council

The Mayor concurred the _____ day of _____, 2020.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2020.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Attachment 1 - Sample RCO Project Agreement



Project Number:

USFS Number:

Project Sponsor:

Project Number:

Project Title:

Approval Date:

A. PARTIES OF THE AGREEMENT**B. PURPOSE OF AGREEMENT**

This Agreement sets out the terms and conditions by which a grant is made from the of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO) to the Sponsor for the project named above per the director's authority granted in RCW 79A.25.020.

C. DESCRIPTION OF PROJECT**D. PERIOD OF PERFORMANCE**

The period of performance begins on (project start date) and ends on (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement or specifically provided for by policies published in RCO manuals as of the effective date of this agreement.

The Sponsor must request extensions of the period of performance at least 60 days before the project end date.

The Sponsor has obligations beyond this period of performance as described in Section F: Long-Term Obligations.

E. STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Project Agreement are hereby incorporated by reference as part of this Agreement.

F. LONG-TERM OBLIGATIONS**G. PROJECT FUNDING**

The total grant award provided by the funding board for this project shall not exceed \$. The funding board shall not pay any amount beyond that approved for grant funding of the project and within the funding board's percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	<u>Percentage</u>	<u>Dollar Amount</u>	<u>Source of Funding</u>
Project Sponsor			
Total Project Cost			

H. FEDERAL FUND INFORMATION**I. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS**

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

J. AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of this Agreement will be effective unless provided in writing signed by all parties. Extensions of the period of performance and minor scope adjustments consented to in writing (including email) by the Sponsor need only be signed by RCO's director or designee, unless otherwise provided for in another agreement a Sponsor has with the RCO. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so, and such signature shall be binding on the Sponsor if the representative/agent signing has been authorized to do so by Applicant Resolution/Authorization provided to the RCO and such Applicant Resolution/Authorization has not been withdrawn by the governing body in a subsequent resolution.

Any amendment to this Agreement, unless otherwise expressly stated, shall be deemed to include all current federal, state, and local government laws and rules, and funding board policies applicable and active and published in RCO manuals or on the RCO Website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

K. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCFB-SRFB POLICIES

This agreement is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, including any applicable policies published in RCO manuals or on the RCO Website as exist on the effective date of this Agreement and any amendments to this Agreement. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

L. SPECIAL CONDITIONS**M. AGREEMENT CONTACTS**

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

Project Contact

Name:

Title:

Address:

Email:

Natural Resources Building

PO Box 40917

Olympia, Washington 98504-0917

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

N. ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

O. EFFECTIVE DATE

This Agreement, for project , shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the Sponsor and the RCO, whichever is later (effective date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D: PERIOD OF PERFORMANCE are allowed only when this Agreement is fully executed and an original is received by RCO.

Project Number:

USFS Number:

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE PROJECT AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

By: _____

Date: _____

Name: (printed) _____

Title: _____

By: _____

Date: _____

Pre-approved as to form:

By: _____

Date: _____

Assistant Attorney General

Table of Contents

Funding Board Project Agreement	1
Standard Terms and Conditions of the Project Agreement	6
SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS	6
SECTION 2. PERFORMANCE BY THE SPONSOR	10
SECTION 3. ASSIGNMENT	10
SECTION 4. RESPONSIBILITY FOR PROJECT	10
SECTION 5. INDEMNIFICATION	11
SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR	11
SECTION 7. CONFLICT OF INTEREST	12
SECTION 8. COMPLIANCE WITH APPLICABLE LAW	12
SECTION 9. RECORDS	13
SECTION 10. PROJECT FUNDING	14
SECTION 11. PROJECT REIMBURSEMENTS	14
SECTION 12. ADVANCE PAYMENTS	16
SECTION 13. RECOVERY OF PAYMENTS	16
SECTION 14. COVENANT AGAINST CONTINGENT FEES	17
SECTION 15. INCOME (AND FEES) AND USE OF INCOME	17
SECTION 16. PROCUREMENT REQUIREMENTS	18
SECTION 17. TREATMENT OF EQUIPMENT AND ASSETS	18
SECTION 18. RIGHT OF INSPECTION	19
SECTION 19. STEWARDSHIP AND MONITORING	19
SECTION 20. PREFERENCES FOR RESIDENTS	20
SECTION 21. ACKNOWLEDGMENT AND SIGNS	20
SECTION 22. PROVISIONS FOR BOATING PROJECT GRANTS	20
SECTION 23. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS	21
SECTION 24. PROVISIONS APPLYING TO ACQUISITION PROJECTS	21
SECTION 25. LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS	23
SECTION 26. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS	24
SECTION 27. RECORDED NOTICE OF GRANT	25
SECTION 28. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS	25

SECTION 29.	PROVISIONS FOR FEDERAL SUBAWARDS ONLY	25
SECTION 30.	PROVISIONS FOR BOATING INFRASTRUCTURE GRANTS	28
SECTION 31.	PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS ONLY	28
SECTION 32.	PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS ONLY	29
SECTION 33.	PROVISIONS FOR FARM AND FOREST ACCOUNT PROJECTS (FARMLAND AND FORESTLAND PRESERVATION PROJECTS ONLY)	29
SECTION 34.	PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS ONLY	29
SECTION 35.	PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS ONLY	30
SECTION 36.	ORDER OF PRECEDENCE	34
SECTION 37.	LIMITATION OF AUTHORITY	35
SECTION 38.	WAIVER OF DEFAULT	35
SECTION 39.	APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH	35
SECTION 40.	SPECIFIC PERFORMANCE	35
SECTION 41.	TERMINATION AND SUSPENSION	35
SECTION 42.	DISPUTE HEARING	36
SECTION 43.	ATTORNEYS' FEES	37
SECTION 44.	GOVERNING LAW/VENUE	37
SECTION 45.	PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR	37
SECTION 46.	SEVERABILITY	38

Standard Terms and Conditions of the Project Agreement

Project Sponsor:

Project Number:

Project Title:

Approval Date:

SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

acquisition project – A project that purchases or receives a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

Agreement or project agreement – The document entitled “Funding Board Project Agreement” accepted by all parties to the present transaction, including without limitation these Standard Terms and Conditions of the Project Agreement, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Funding Board Project Agreement subject to any limitations on their effect.

applicant – Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the funding board.

application – The documents and other materials that an applicant submits to the RCO to support the applicant’s request for grant funds; this includes materials required for the “Application” in the RCO’s automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor’s agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

Boating Infrastructure Grant (BIG) – A program administered through the United States Fish and Wildlife Service.

C.F.R. – Code of Federal Regulations

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

development project – A project that results in the construction of, or work resulting in, new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

education project – A project that provides information, education, and outreach programs for the benefit of outdoor recreationists.

education and enforcement project – A project that provides information, education, and outreach programs; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

enhancement project – 1) A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site, or 2) a project that (i) supports hatchery reform to improve hatchery effectiveness to minimize impacts to wild fish populations, (ii) ensures compatibility between hatchery production and salmon recovery programs, or (iii) supports sustainable fisheries (WAC 420.04.010).

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

funding board or board – The board that authorized the funds in this Agreement, either the Recreation and Conservation Funding Board (RCFB) created under RCW 79A.25.110, or the Salmon Recovery Funding Board (SRFB) created under RCW 77.85.110.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

indirect cost – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

long-term compliance period – The period of time after the project end date or end of the period of performance (depending on the project types and grant program). During this period, the Sponsor has continuing obligations under the Agreement. This period may have a nonspecific end date (in perpetuity) or an expressly specified number of years.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and applicable regulations and policies.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

maintenance – A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreation or salmon recovery.

maintenance and operation – A project that maintains and operates existing areas and facilities through repairs, upkeep, and routine services for the benefit of outdoor recreationists.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

monitoring project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

monitoring and research project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

Office – Means the Recreation and Conservation Office or RCO.

notice of grant – As required by RCO or another authority, a document that has been legally recorded in the county or counties where the project property is located that describes the grant funded project located on the property, the funding sources, and agencies responsible for awarding the grant.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

planning (RCFB projects only) – A project that results in one or more of the following: a study, a plan, construction plans and specifications, and permits to increase the availability of outdoor recreational resources.

planning (SRFB projects only) – A project that results in a study, assessment, project design, or inventory.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. This administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – An undertaking that is, or may be, funded in whole or in part with funds administered by RCO on behalf of the funding board.

project area, RCFB – A geographic area that delineates a grant assisted site which is subject to project agreement requirements (WAC 286.04.010).

project area, SRFB – The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project (WAC 420.04.010).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (2 C.F.R. § 200.83 (2013)).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

research project – Means a project that studies salmon and the effectiveness of recovery restoration efforts on the population or habitat condition.

RCO – Recreation and Conservation Office – The state office that provides administrative support to the Recreation and Conservation Funding Board and Salmon Recovery Funding Board. RCO includes the director and staff, created by RCW 79A.25.110 and 79A.25.150 and charged with administering this Agreement by RCW 77.85.110 and 79A.25.240.

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

restoration project – A project that brings a site back to its historic function as part of a natural ecosystem or improving the ecological functionality of a site.

restoration and enhancement project – A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting fish stocks.

RCFB – Recreation and Conservation Funding Board

RCW – Revised Code of Washington

Recreational Trails Program (RTP) – A Federal Highways Administration grant program.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

SRFB – Salmon Recovery Funding Board

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in Section G: Project Funding.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

useful service life – Period during which an asset or property is expected to be useable for the purpose it was acquired, developed, renovated, and/or restored per this Agreement.

WAC – Washington Administrative Code.

SECTION 2. PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the funding board. All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

SECTION 3. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written consent of the RCO.

SECTION 4. RESPONSIBILITY FOR PROJECT

While the funding board undertakes to assist the Sponsor with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the Sponsor. The funding board undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is Sponsored by more than one entity, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO has no responsibility for reviewing, approving, overseeing or supervising design or construction of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO will act only to confirm at a general, lay, and nontechnical level, solely for the purpose of compliance and payment and not for safety or suitability, that the project has apparently been completed as per the Agreement.

SECTION 5. INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or the negligence of the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

This provision shall be included in any agreement between Sponsor and any contractors, subcontractor and vendor, of any tier.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the funding board or RCO. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of RCO, a funding board or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06 or Section 30B.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

SECTION 7. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

SECTION 8. COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the funding board. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law.
- B. Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.040. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
 - 1. Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130).** If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.

D. Archaeological and Cultural Resources. RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The Sponsor must assist RCO in compliance with Governor's Executive Order 05-05 or the National Historic Preservation Act before and after initiating ground-disturbing activity or construction, repair, installation, rehabilitation, renovation, or maintenance work on lands, natural resources, or structures. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the Sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.

E. Restrictions on Grant Use. No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

F. Debarment and Certification. By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

SECTION 9. RECORDS

- A. Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. Maintenance.** The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in Section 11: PROJECT REIMBURSEMENTS. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- C. Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. Public Records.** Sponsor acknowledges that the funding board is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04. Additionally, in compliance with RCW 77.85.130(8), Sponsor agrees to disclose any information in regards to expenditure of any funding received from the SRFB. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

SECTION 10. PROJECT FUNDING

- A. Authority.** This Agreement is funded through a grant award from the recreation and conservation funding board per WAC 286 and/or the salmon recovery funding board per WAC 420. The director of RCO enters into this Agreement per delegated authority in RCW 79A.25.020 and 77.85.120.
- B. Additional Amounts.** The funding board shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the funding board or director and incorporated by written amendment into this Agreement.
- C. Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by funding board policy, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. Requirements for Federal Subawards.** Pre-Agreement costs before the federal award date in Section H: FEDERAL FUND INFORMATION are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).
- E. After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the funding board may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

SECTION 11. PROJECT REIMBURSEMENTS

- A. Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in Section G: PROJECT FUNDING. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recently published/adopted RCO policies and procedures regarding reimbursement requirements.
- C. Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. Retainage Held Until Project Complete.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the project has been completed. A project is considered "complete" when:
1. All approved or required activities outlined in the Agreement are done;
 2. On-site signs are in place (if applicable);
 3. A final project report is submitted to and accepted by RCO;
 4. Any other required documents and media are complete and submitted to RCO;
 5. A final reimbursement request is submitted to RCO;
 6. The completed project has been accepted by RCO;
 7. Final amendments have been processed;
 8. Fiscal transactions are complete, and
 9. RCO has accepted a final boundary map, if requested by RCO, for which the Agreement terms will apply in the future.
 10. Notice of Grant (if applicable) filed with the county lands records office and a stamped copy received by RCO
- E. Requirements for Federal Subawards: Match.** The Sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, can be accepted as part of the Sponsor's matching share when such contributions meet all of the following criteria:
1. Are verifiable from the non-Federal entity's (Sponsor's) records;
 2. Are not included as contributions for any other Federal award;
 3. Are necessary and reasonable for accomplishment of project or program objectives;

4. Are allowable under 2 C.F.R. Part 200, Subpart E—Cost Principles (2013);
5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
6. Are provided for in the approved budget when required by the Federal awarding agency identified in Section H: FEDERAL FUND INFORMATION of this Agreement; and
7. Conform to other provisions of 2 C.F.R. Part 200, Subpart D—Post Federal Award Requirements (2013), as applicable.

F. Requirements for Federal Subawards: Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (Sponsor) must:

1. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the Sponsor.
2. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
3. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (Sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
4. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

SECTION 12. ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements. See WAC 420-12.

SECTION 13. RECOVERY OF PAYMENTS

- A. Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. Overpayment Payments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

- C. Requirements for Federal Subawards.** RCO, acting as a pass-through entity, may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

SECTION 14. COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 15. INCOME (AND FEES) AND USE OF INCOME

RCFB Projects. See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

A. Income.

1. **Farm and Forest Account (Farmland and Forestland Preservation Grants).** Excepted from this section is income generated and fees paid on/for properties which received funds from the Farm and Forest Account (RCW 79A.15.130).
2. **Firearms and Archery Range Recreation Projects.** Excepted from this section are safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).
3. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any policies adopted by the RCFB or SRFB.

- B. Use of Income.** Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:

1. The Sponsor's matching resources;
2. The project's total cost;
3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the funding board grant;
4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
5. Capital expenses for similar acquisition and/or development and renovation; and/or
6. Other purposes explicitly approved by RCO

- C. Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored with funding board grants if the fees are consistent with the:

1. Grant program laws, rules, policies, and funding board policies;

2. Value of any service(s) furnished;
3. Value of any opportunities furnished; and
4. Prevailing range of public fees in the state for the activity involved.

D. Requirements for Federal Subawards. Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

SECTION 16. PROCUREMENT REQUIREMENTS

A. Procurement Requirements. If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists the Sponsor must follow these minimum procedures:

1. Publish a notice to the public requesting bids/proposals for the project;
2. Specify in the notice the date for submittal of bids/proposals;
3. Specify in the notice the general procedure and criteria for selection; and
4. Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
5. Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

B. Requirements for Federal Subawards.

1. For all Federal subawards except RTP projects, non-Federal entities (Sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).
2. For RTP subawards, Sponsors follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)). State procurement policies are in subsection A of this section .

SECTION 17. TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement , unless otherwise provided herein or in published funding board policies, or approved by RCO in writing.

A. Discontinued Use. Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.

B. Loss or Damage. The Sponsor shall be responsible for any loss or damage to equipment.

C. Requirements for Federal Subawards. Except in the RTP, procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award or match for the award, until disposition takes place will, at a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):

1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. Adequate maintenance procedures must be developed to keep the property in good condition.
5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

D. Requirements for RTP Subawards.

1. The subrecipient (Sponsor) shall follow such policies and procedures prescribed by and allowed by the State, as well as federal law and federal rules issued by the Federal Highways Administration and 2 CFR 200.
2. Sponsor may be required to pay prevailing wage rates as required by the Davis Bacon Act as amended.

SECTION 18. RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement.

If a landowner agreement or other form of control and tenure as described in Section 23.C: Control and Tenure has been executed, it will further stipulate and define the funding board and RCO's right to inspect and access lands acquired or developed with funding board assistance.

SECTION 19. STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in funding board policy, this Agreement, or as otherwise directed by RCO consistent with existing policies. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the funding board.

SECTION 20. PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

SECTION 21. ACKNOWLEDGMENT AND SIGNS

- A. Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. Signs.**
 - 1. During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless exempted in funding board policy or waived by the director; and
 - 2. During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- C. Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.
- D. Federally Funded Projects.** When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, Sponsors shall clearly state:
 - 1. The fund source;
 - 2. The percentage of the total costs of the project that is financed with federal money;
 - 3. The dollar amount of federal funds for the project; and
 - 4. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

SECTION 22. PROVISIONS FOR BOATING PROJECT GRANTS

If requested by RCO, or required per state or federal law or rule with respect to any project or project element that supports recreational boating, Sponsor shall manage the project or project element per federal rules to include 2 C.F.R. Part 200, and place a United States Coast Guard (or other federal agency) logo and funding program information at the project site.

SECTION 23. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

- A. Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted by the board and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration (WAC 286.13.130). It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
- B. Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.
 - 1. Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval of the board or RCO.
- C. Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure (such as landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement and determines the long-term compliance period unless otherwise approved by the board.
- D. Nondiscrimination.** Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- E. Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

SECTION 24. PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition project (including projects with any acquisition component):

- A. Evidence of Land Value.** Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.
- B. Evidence of Title.** The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. Legal Description of Real Property Rights Acquired.** The legal description of the real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.
- D. Conveyance of Rights to the State of Washington.** When real property rights (both fee simple and lesser interests) are acquired, the Sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The Sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the funding board project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
 - 1. Deed of Right.** The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. See WAC 286 or 420. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.
 - 2. Assignment of Rights.** The Assignment of Rights document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 - 3. Easements and Leases.** The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.
- E. Real Property Acquisition and Relocation Assistance.**
 - 1. Federal Acquisition Policies.** When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended, and applicable regulations and procedures of the federal agency implementing that Act.

2. State Acquisition Policies. When state funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the Sponsor agrees to provide any housing and relocation assistance required.

F. Buildings and Structures. In general, grant funds are to be used for outdoor recreation, conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsor must consult with RCO regarding treatment of such structures and compliance with Section 8.D Archeological and Cultural Resources.

G. Hazardous Substances.

1. Certification. The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(13), and certify:

- a. No hazardous substances were found on the site, or
- b. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."

2. Responsibility. Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release. The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

H. Requirements for Federal Subawards. The non-federal entity (Sponsor) must submit reports at least annually on the status of real property in which the federal government retains an interest, unless the federal interest in the real property extends 15 years or longer. In those instances where the federal interest attached is for a period of 15 years or more, the federal awarding agency or the pass-through entity (RCO), at its option, may require the Sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a federal awarding agency or RCO may require annual reporting for the first three years of a federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).

SECTION 25. LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

A. Long-Term Obligations of RCFB Projects. Sponsor shall comply with WAC 286-13-160, 170, and 180.

B. Long-Term Obligations of SRFB Projects. Sponsor shall comply with WAC 420.

- C. Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by policy, program rules, or this Agreement, or approved in writing by RCO or the funding board, RCO requires that the project area continue to function as intended after the period of performance in perpetuity.
- D. Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. Also see WAC Title 286 or 420 and applicable policies. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policy or unless a transfer or change in use is approved by the funding board through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon this Agreement, applicable law and RCFB/SRFB policies.

For acquisition projects that are expressly term limited in the Agreement, such as one involving a lease or a term-limited restoration, renovation or development project or easement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided in this Agreement, by funding board policy, other RCO approved written documents, or required by applicable state or federal law.

When a conversion has been determined to have occurred, the Sponsor is required to remedy the conversion per established funding board policies, and the board or RCO may pursue such remedies as are allowed by law and board policies, and/or this Agreement.

SECTION 26. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition, development, maintenance, renovation, or restoration project:

- A. Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with funding board funds, including undeveloped sites, are built, operated, used, and maintained:
1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
 2. In a reasonably safe condition for the project's intended use;
 3. Throughout its estimated useful service life so as to prevent undue deterioration;
 4. In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. Open to the public.** Unless otherwise specifically provided for in the Agreement of funding board policies, and in compliance with applicable statutes, rules, and funding board policies, facilities must be open and accessible to the general public, and must:

1. Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
3. Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals, by a decision of the board, or by RCO in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

SECTION 27. RECORDED NOTICE OF GRANT

At the request of RCO, Sponsor shall record a notice of grant on the property and shall submit to the RCO a recorded and registry stamped copy of such notice. The purpose of the notice of grant is to ensure that the present and future use of the facility is and shall remain subject to the terms and conditions described in this Agreement. The notice of grant shall be in a format specified by RCO.

SECTION 28. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS

A corporate Sponsor, including any nonprofit Sponsor, shall:

- A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the Sponsor's obligation to the project as identified in the Agreement.
- B. Notify RCO before corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the Sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities, and transfer all property and assets to the successor. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the Sponsor's obligation to the qualified successor if requirements are met.
- C. Maintain sites or facilities open to the public and may not limit access to members.

SECTION 29. PROVISIONS FOR FEDERAL SUBAWARDS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded with a federal subaward as identified in Section H: FEDERAL FUND Information:

- A. **Sub-Recipient** (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- B. **Binding Official.** Per 2 CFR 200.415, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

- C. Equal Employment Opportunity.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, paragraph C.

- 1. Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- 2. Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

- D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities (Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in Section H: Federal Fund Information.

The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: Federal Fund Information.

- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- F. Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient (Sponsor) must comply with the requirements of 37 C.F.R Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).
- H. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

- I. Procurement of Recovered Materials.** A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- J. Required Insurance.** The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- K. Debarment and Suspension (Executive Orders 12549 and 12689).** The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- L. Conflict of Interest.** Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

SECTION 30. PROVISIONS FOR BOATING INFRASTRUCTURE GRANTS

- A. Use of Sport Fish Restoration Logo.** Per 50 CFR 86 Sec 75 and 76, the user of the logo must indemnify and defend the United States and hold it harmless from any claims, suits, losses, and damages from; any allegedly unauthorized use of any patent, process, idea, method, or device by the user in connection with its use of the logo, or any other alleged action of the user; and any claims, suits, losses, and damages arising from alleged defects in the articles or services associated with the logo. No one may use any part of the logo in any other manner unless the United States Fish and Wildlife Service's Assistant Director for Wildlife and Sport Fish Restoration or Regional Director approves in writing.

SECTION 31. PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Firearms and Archery Range Recreation Account.

- A. Liability Insurance.** The Sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it carries, or shall procure a new policy of liability insurance, in a total coverage amount the Sponsor deems adequate to ensure it will have resources to pay successful claims of people who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- B. Insurance Endorsement.** The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.

- C. Length of Insurance.** The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the Sponsor's obligation to the project as identified in this Agreement in Section F. LONG-TERM OBLIGATIONS.
- D. Notice of Cancellation.** The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the Sponsor.
- E. Government Agencies.** The requirement of Subsection A through D above shall not apply if the Sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.
- F. Sole Duty of the Sponsor.** By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the Sponsor, or others, for any and all remedies that may be available by law.

SECTION 32. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS ONLY

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the "Project Agreement General Provisions" of the LWCF are made part of this Agreement and incorporated herein. The Sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the Sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

SECTION 33. PROVISIONS FOR FARM AND FOREST ACCOUNT PROJECTS (FARMLAND AND FORESTLAND PRESERVATION PROJECTS ONLY)

The following sections will not apply to Farmland and Forestland Preservation Projects if covered separately in a recorded RCO approved Agricultural Conservation Easement, or Forest Conservation Easement (or other method):

- A.** Section 15 - Income and Income Use;
- B.** Section 19 - Stewardship and Monitoring;
- C.** Section 21 - Acknowledgement and Signs;
- D.** Section 24 -- Provisions Applying To Acquisition Projects, Sub-sections D, F, and G;
- E.** Section 25C -Perpetuity; and
- F.** Section 26 -- Construction, Operation, Use and Maintenance of Assisted Projects.

SECTION 34. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS ONLY

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

SECTION 35. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded in part or wholly from the Puget Sound Acquisition and Restoration program.

The Sponsor agrees to the following terms and conditions:

- A. Cost Principles/Indirect Costs For State Agencies.** GRANT RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award. In addition to the US Environmental Protection Agency's General Terms and Conditions "Indirect Cost Rate Agreements," if the recipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.
- B. Credit and Acknowledgement.** In addition to Section 21: Acknowledgement and Signs, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.
- C. Hotel Motel Fire Safety Act.** Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance or to find other information about the Act.
- D. Drug Free Workplace Certification.** Sub-recipient (Sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E.
- E. Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs that are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except for the extent authorized as a direct cost of carrying out the scope of work.
- F. Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA).** This provision applies only to a sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor), if any. Sub-recipient (Sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement.

“You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees’ employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award.”

The sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

The federal agency funding this Agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

- G. Lobbying.** The chief executive officer of this recipient agency (Sponsor) shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States, unless authorized under existing law. The recipient (Sponsor) shall abide by its respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the United States, or for lobbying or other political activities.

The Sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any Sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure.

All contracts awarded by Sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, Sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- H. Reimbursement Limitation.** If the Sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the Sponsor for costs incurred in excess of the RCO approved budget.
- I. Disadvantaged Business Enterprise Requirements.** The Sponsor agrees to comply with the requirements of EPA’s Utilization of Small, Minority and Women’s Business Enterprises in procurements made under this award.
- J. Minority and Women’s Business Participation.** Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

These goals are expressed as a percentage of the total dollars available for purchase or agreement and are as follows:

Purchased Goods 8% MBE 4% WBE

Purchased Services 10% MBE 4% WBE

Professional Services 10% MBE 4% WBE

Meeting these goals is voluntary and no agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and Sponsor and ALL prospective bidders or people submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement :

1. Include qualified minority and women's businesses on solicitation lists .
2. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses .
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses .
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

K. MBE/WBE Reporting. In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:

1. There are any funds budgeted in the contractual/services, equipment or construction lines of the award;
2. \$3,000 or more is included for supplies; or
3. There are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as
4. Described in items (a) and (b).

When completing the form, recipients (Sponsors) should disregard the quarterly and semi-annual boxes in the reporting period Section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients (Sponsors) with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in Section 5B when completing the form.

MBE/WBE reports should be sent to the DBE Coordinator in the Sponsor's region . Contact information can be found at <http://www.epa.gov/osbp/contactpage.htm>. The coordinators also can answer any questions.

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the Sponsor must submit a final MBE/WBE report. Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

L. Procurement involving an EPA Financial Assistance Agreement. Pursuant to 40 C.F.R. § 33.301, the Sponsor agrees to make the following six good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (Sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

1. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government Sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government Sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when an agreement is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.
6. If the Sponsor awards subcontracts, require the Sponsor to take the steps in paragraphs (a) through (e) of this section.

M. Lobbying & Litigation. By signing this Agreement, the Sponsor certifies that none of the funds received from this Agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

The chief executive officer of this Sponsor agency shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

For subawards exceeding \$100,000, EPA requires the following certification and disclosure forms:

1. Certification Regarding Lobbying, EPA Form 6600-06:
http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf
2. Disclosure of Lobbying Activities, SF LLL: http://www.epa.gov/ogd/AppKit/form/sflllin_sec.pdf

3. Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

- N. **Payment to Consultants.** EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (Sponsors) or by a recipients' (Sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with his/her normal travel reimbursement practices).

Subagreements with firms for services that are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (Sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information.

As of January 1, 2014, the limit is \$602.24 per day \$75.28 per hour.

- O. **Peer Review.** Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.
- P. **International Travel (Including Canada).** All International Travel must be approved by the US Environmental Protection Agency's Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your Partnership Project manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can submit a request to the EPA Project Officer if they approve of such travel.
- Q. **Unliquidated Obligations (ULO).** Sub-recipients, and all sub-awardees of Sub-Recipients, if any, should manage their agreement and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are unspent (not yet drawn down through disbursements to sub-recipients and sub-awardees).

SECTION 36. ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

1. Federal law and binding executive orders;
2. Code of federal regulations;
3. Terms and conditions of a grant award to the state from the federal government;
4. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
5. State law (constitution, statute);

6. Washington Administrative Code;
7. Funding board or RCO policies.

SECTION 37. LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate by writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate .

SECTION 38. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default . Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing , signed by the director, or the director's designee, and attached as an amendment to the original Agreement .

SECTION 39. APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The funding board and RCO rely on the Sponsor's application in making its determinations as to eligibility for , selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SECTION 40. SPECIFIC PERFORMANCE

The funding board and RCO may enforce this Agreement by the remedy of specific performance , which usually will mean completion of the project as described in this Agreement and/or enforcement of long-term obligations. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the funding board or RCO shall be deemed exclusive. The funding board or RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

SECTION 41. TERMINATION AND SUSPENSION

The funding board and RCO will require strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and all funding board and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by the funding board. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause.

1. The funding board or the director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a. If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b. If the Sponsor fails to make progress satisfactory to the funding board or director toward completion of the project by the completion date set out in this Agreement . Included in progress is adherence to milestones and other defined deadlines; or
 - c. If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;

2. Prior to termination, the RCO or the funding board shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director or board approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
3. RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

1. The Sponsor was not in default; or
2. Failure to perform was outside Sponsor's control, fault or negligence.

C. Rights of Remedies of the RCO.

1. The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
2. In the event this Agreement is terminated by the funding board or director, after any portion of the grant amount has been paid to the Sponsor under this Agreement, the funding board or director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

1. **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

SECTION 42. DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the funding board, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state :

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the funding board's chair.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes .

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

SECTION 43. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

SECTION 44. GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington . In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington .

SECTION 45. PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR

In the cases where this Agreement is between the funding board (which includes the State of Washington for purposes of this Agreement) and a federally recognized Indian Tribe, the following terms and conditions apply, but only between those parties:

- A.** Notwithstanding the above venue provision, if the State of Washington intends to initiate legal action against a federally recognized Indian tribe relating to the performance, breach, or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such an action in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such action in federal court, otherwise the State may sue the Tribe in the Thurston County Superior Court, or such other superior court where venue is proper, if not proper in Thurston County. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the State may bring suit in Thurston County Superior Court or such other superior court where venue is proper, if not proper in Thurston County.
- B.** Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from such actions under subsection A above, shall be binding and enforceable on the parties. Any money judgment or award against a Tribe, tribal officers, or employees, or the State of Washington, its agencies, or its officers and employees may exceed the amount of funding awarded under this Agreement.
- C.** As requested by RCO, the Tribe shall provide to RCO its governing requirements and procedures for entering into Agreement with RCO and waiving its sovereign immunity. In addition, the tribe shall provide to RCO all authorizations the Tribe requires to authorize the person(s) signing the Agreement on the Tribe's behalf to bind the Tribe and waive the Tribe's sovereign immunity as provided herein.
- D.** The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purposes of allowing the State to bring and prosecute to completion such actions relating to the performance, breach, or enforcement of this Agreement as provided in subsection A above, and to bring actions to enforce any judgment arising from such actions. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the funding board, the RCO, and any other state agencies as the term "agency" is broadly understood to include, but not be limited to, departments, commissions, boards, divisions, bureaus, committees, offices, councils, societies, etc.

SECTION 46. SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
SDOT	Bill LaBorde/206.484.8662	Aaron Blumenthal/206.233.2656

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

1. BILL SUMMARY

Legislation Title: A RESOLUTION relating to the Seattle Department of Transportation; authorizing the Director to act as the authorized representative/agent on behalf of The City of Seattle and to legally bind The City of Seattle with respect to certain projects for which the City seeks grant funding assistance managed through the Recreation and Conservation Office.

Summary and background of the Legislation: This proposed legislation authorizes the Seattle Department of Transportation (SDOT) to submit a grant application to the State of Washington Recreation and Conservation Office (RCO) for state funding assistance for the projects and amounts listed in the table below. This resolution is required as part of the formal RCO grant application process.

Improvements funded by the RCO grant and City or other match sources are listed in the table below:

Proposed Project	RCO Category / Project #	Grant Request	Match	Total
Flume Off-Leash Area and Trail Development (Georgetown to South Park Trail -MC-TR-C096)	#20-1803	\$ 910,445	\$400,000	\$1,310,445

The City, typically via Seattle Parks & Recreation, frequently applies for RCO grants each year and has garnered a strong success rate in securing additional funding for planned capital projects. This year, SPR has submitted 11 RCO applications for a total of \$6,120,860. RCO grants require a local match and will fund only projects that are included in an adopted plan. The listed project meets both criteria, as it is included in the City's Bicycle Master Plan and the City has so far spent \$600,000 in public outreach, design and preliminary engineering on the project.

RCO will announce the grant award recommendations in January 2021, but the actual grant awards will not be contracted until July – fall 2021. RCO funding will support currently unfunded project elements.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ☐ Yes ☒ No

Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

Approval of the proposed resolution will allow SDOT to apply for \$910,445 in grant funding from RCO.

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

SDOT would not be eligible to apply for RCO grant funding in the 2020 cycle and would forego up to \$910,445 in potential project funding for the Georgetown to South Park Connection project. This project could have to be deferred or another fund source would need to be identified to accommodate the loss of the anticipated grant funding

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	2020 Revenue	2021 Estimated Revenue
Mobility-Capital (13000-BC-TR-19003)	SDOT	WWRP-Trails Category	\$0	\$910,445
TOTAL				\$ 910,445

Is this change one-time or ongoing?

One-time

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

Yes, the project site was once a Seattle City Light flume that transferred water from a pump house along the Duwamish River to a steam plant. Seattle City Light plans to transfer the portion of the property through which the trail would be constructed to SDOT, while the remainder of the parcel will be transferred to Seattle Parks and Recreation for the off-leash area.

b. Is a public hearing required for this legislation?

No.

c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?

No.

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

No.

e. Does this legislation affect a piece of property?

Yes, the SCL Georgetown Flume site referenced above. The grant is related to the trail portion of the property that will be transferred to SDOT (the remaining portion of the property will be transferred to SPR for an off-leash dog park). Map attached.

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

The Duwamish Valley is one of the City's most ethnically diverse parts of the city, currently underserved by both open space and non-motorized mobility connections. The South Park and Georgetown communities have voiced their support for this project over the last several years through outreach on both the Georgetown Mobility Plan and outreach specific to the Georgetown-South Park Connection project.

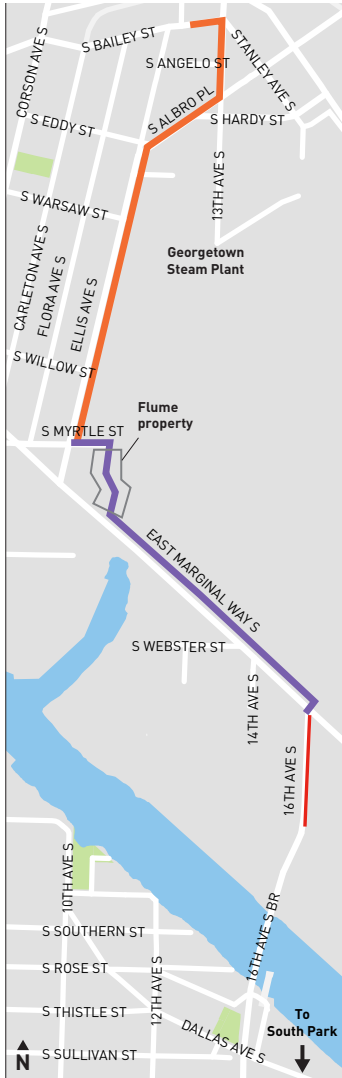
g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s).

This project will help ensure the Georgetown-South Park Connection project can continue past planning and design to construction.

List attachments/exhibits below:

Summary Attachment A – Project Map

Summary Att A – Project Map V1



RCO Grant Resolution

Georgetown to South Park Trail

Transportation & Utilities Committee
Bill LaBorde
December 2, 2020

Seattle Department of Transportation



City of Seattle

307

Purpose of Resolution

- WA Recreation and Conservation Office (RCO) requires jurisdictions adopt a resolution to qualify grant requests
 - SDOT request for \$910,445 from RCO for Flume property segment of Georgetown to South Park Trail
- Resolution acknowledges SDOT Director will execute grant agreement per terms of sample agreement (Att 1)

Georgetown-South Park Trail

- New shared-use path connecting the Georgetown and South Park communities
- New green space for the Georgetown Community
- New dog off-leash area

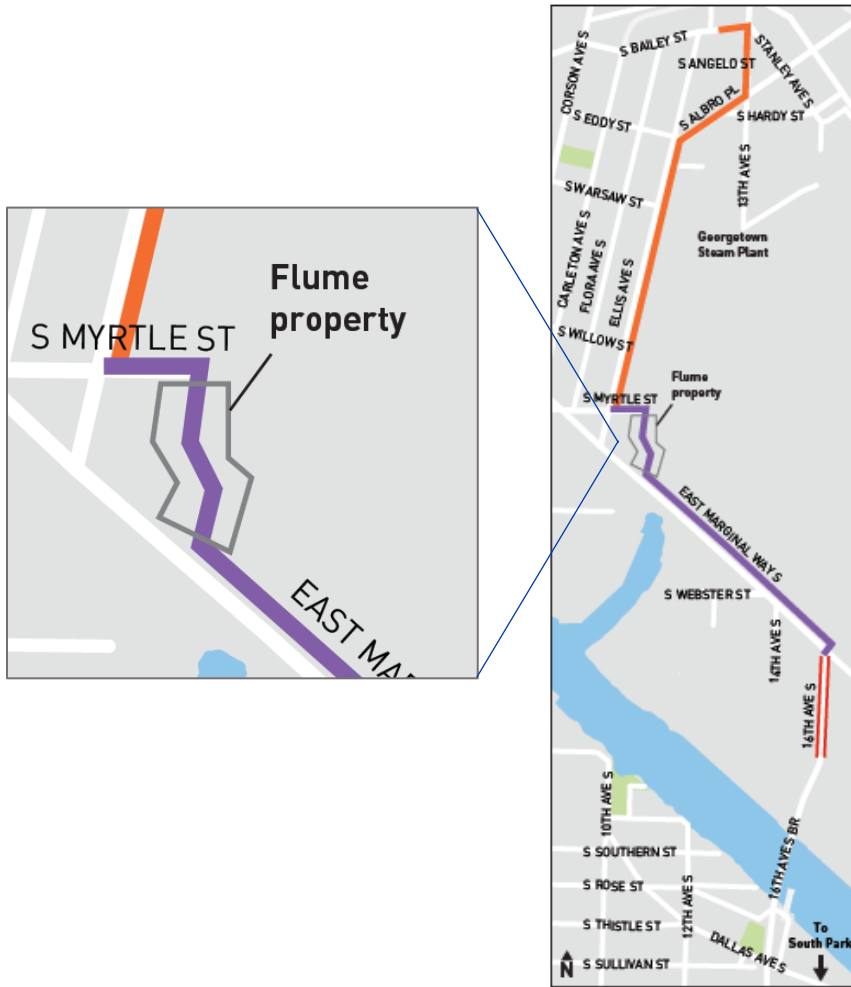


The Flume property



- The Flume property is located on East Marginal Way South, between Boeing Field and the Aero Motel.

Georgetown to South Park Trail project (2023)



Georgetown Connection

- Ellis, Albion, 13th: A walking/biking path on Ellis Ave S, S Albion Pl, and 13th Ave S



Existing: Ellis Ave S



Existing: S Albro St



Existing: 13th Ave S

E Marginal Way S Connection

- North side: A walking/biking path or protected bike lane on the north side of E Marginal Way



Existing: E Marginal Way S

South Park Connection

- 16th Ave S: One-way protected bike lanes on both sides of 16th Ave S leading to the South Park bridge



Existing: 16th Ave S (north of South Park Bridge)

Questions?

Bill.LaBorde@seattle.gov | (206) 684-0102

www.seattle.gov/transportation

