



# SEATTLE CITY COUNCIL

## Public Assets and Homelessness Committee

### Agenda

Wednesday, December 6, 2023

2:00 PM

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

Andrew J. Lewis, Chair  
Teresa Mosqueda, Vice-Chair  
Lisa Herbold, Member  
Debora Juarez, Member  
Tammy J. Morales, Member

Chair Info: 206-684-8807; [Andrew.Lewis@seattle.gov](mailto:Andrew.Lewis@seattle.gov)

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**SEATTLE CITY COUNCIL**  
**Public Assets and Homelessness Committee**  
**Agenda**  
**December 6, 2023 - 2:00 PM**

**Meeting Location:**

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

**Committee Website:**

<https://www.seattle.gov/council/committees/public-assets-and-homelessness>

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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.

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

Remote Public Comment - Register online to speak during the Public Comment period at the meeting at <http://www.seattle.gov/council/committees/public-comment>. Online registration to speak will begin two hours before the meeting start time, and registration will end at the conclusion of the Public Comment period during the meeting. Speakers must be registered in order to be recognized by the Chair.

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

Pursuant to Council Rule VI.10., this committee meeting will not broadcast members of the public in Council Chambers during the Public Comment period.

Submit written comments to Councilmember Lewis at [Andrew.Lewis@seattle.gov](mailto:Andrew.Lewis@seattle.gov)

*Please Note: Times listed are estimated*

**A. Call To Order**

**B. Approval of the Agenda**

**C. Public Comment**

**D. Items of Business**

**Committee Consent Calendar (items 1-5):**

**Presenter for items 1-5:** Committee Chair Andrew Lewis  
(10 minutes for items 1-5)

1. [Appt 02687](#) **Reappointment of Eric Berlinberg as member, Seattle Center Advisory Commission, for a term to September 28, 2026.**

Attachments: [Appointment Packet](#)

**Briefing, Discussion, and Possible Vote**

2. [Appt 02688](#) **Reappointment of Holly D. Golden as member, Seattle Center Advisory Commission, for a term to September 28, 2026.**

Attachments: [Appointment Packet](#)

**Briefing, Discussion, and Possible Vote**

3. [Appt 02689](#) Reappointment of Stacey E. Hutchison as member, Seattle Center Advisory Commission, for a term to September 28, 2026.

*Attachments:* [Appointment Packet](#)

Briefing, Discussion, and Possible Vote
  
4. [Appt 02690](#) Reappointment of John Olensky as member, Seattle Center Advisory Commission, for a term to September 28, 2026.

*Attachments:* [Appointment Packet](#)

Briefing, Discussion, and Possible Vote
  
5. [Appt 02691](#) Reappointment of Sarah C. Rich as member, Seattle Center Advisory Commission, for a term to September 28, 2026.

*Attachments:* [Appointment Packet](#)

Briefing, Discussion, and Possible Vote

6. [CB 120643](#) **AN ORDINANCE relating to commercial tenancies; establishing limits on the maximum personal guaranty that may be included in or as a condition of commercial leases; and establishing limits on the value of a commercial lease's required security deposit and/or letters of credit; and adding a new Chapter 6.104 to the Seattle Municipal Code.**

Attachments: [Central Staff Memo\(9/14/23\)](#)

Supporting Documents: [Summary and Fiscal Note v2 Amendment 1](#)

**Briefing, Discussion, and Possible Vote**

**Presenter:** Ann Gorman, Council Central Staff

7. [CB 120712](#) **AN ORDINANCE amending Section 5 of Ordinance 125761 to establish new appointment terms for the Central Waterfront Oversight Committee and create additional positions on the Committee to expand representation.**

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

**Briefing, Discussion, and Possible Vote**

**Presenters:** Director Marshall Foster, Tiffani Melake, Seattle Center

8. **Seattle Center 2022-2023 RSJI report**

Supporting Documents: [Seattle Center 2022-23 RSJ Overview](#)

**Briefing and Discussion**

**Presenters:** Director Marshall Foster, Jackie Kirn, Chelsea Most, Seattle Center

9. **Seattle Public Library 2022-2023 RSJI Report**

Supporting Documents: [2022-2023 SPL RSJI Presentation](#)

**Briefing and Discussion**

**Presenters:** Chief Librarian Tom Fay, Laura Gentry, Seattle Public Libraries

10. **Seattle Parks and Recreation 2022-2023 RSJI Report**

Supporting Documents: [Presentation](#)

**Briefing and Discussion**

**Presenters:** Christopher Williams, Pearl Thomas, Natonia Tayag, Tricia Diaz, Donna Brown, Michelle Wong, Seattle Parks and Recreation

11. [CB 120719](#) **AN ORDINANCE relating to Seattle Parks and Recreation; authorizing the Superintendent of Parks and Recreation to grant and convey utility easements under portions of Magnolia Park, Magnolia Boulevard, Ursula Judkins Viewpoint Park, and Smith Cove Park to the King County Wastewater Treatment Division for the purposes of operating a Combined Sewer Overflow pipeline, and to accept payment therefor; and finding that the grant of a permanent subsurface easement meets the requirements of Ordinance 118477, adopting Initiative 42.**

Attachments: [Att 1 - Utility Easement Agreement for Smith Cove Park](#)  
[Att 2 - Utility Easement Agreement for Magnolia Park, Ursula Judkins Viewpoint, and Magnolia Boulevard](#)

Supporting Documents: [Summary and Fiscal Note](#)  
[Summary Att 1 - Exhibits A-E Smith Cove Park](#)  
[Summary Att 2 - Exhibits A-E Judkins and Magnolia Presentation](#)

**Briefing, Public Hearing, Discussion, and Possible Vote**

**Presenters:** Christopher Williams, Richard Gholaghong, Seattle Parks and Recreation; Traci Ratzliff, Council Central Staff

## E. Adjournment



Legislation Text

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**File #:** Appt 02687, **Version:** 1

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Reappointment of Eric Berlinberg as member, Seattle Center Advisory Commission, for a term to September 28, 2026.

The Appointment Packet is provided as an attachment.





# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Eric Berlinberg</i>		
<b>Board/Commission Name:</b> <i>Seattle Center Advisory Commission</i>		<b>Position Title:</b> <i>Member</i>
<input type="checkbox"/> <b>Appointment</b> OR <input checked="" type="checkbox"/> <b>Reappointment</b>		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other:		<b>Term of Position: *</b> 9/29/2023 <b>to</b> 9/28/2026  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>Eastlake</i>	<b>Zip Code:</b> <i>98102</i>	<b>Contact Phone No.:</b> 
<b>Background:</b> <i>Eric Berlinberg is a 9-year Seattle resident who has extensive experience serving on community and commerce-related boards. Eric serves as Head of Program Management and Chief of Staff to the Vice President of the Amazon Prime Air division, which is developing drones for package delivery to customers. Outside of his role at Amazon, Eric is the Founder of the largest internal employee networking group in the company called Connect@Amazon, which builds social and professional networks across 74 Amazon offices globally and comprised of ~130,000 Amazon employee members. As the leader of this organization, Eric built experience leading a large event planning, engagement, and advocacy organization by developing, guiding, and influencing leaders across the company. Eric previously served as Chief Operating Officer of Manhattan Creative Group, an Emmy award-winning entertainment management firm focused on live entertainment in regional theme parks across the US, live concert series (3-5k guest venues), and small-budget commercials. Outside of work, Eric has served on several boards and committees to continue to build Seattle as an equitable and inclusive community. Eric has served on the Seattle Chamber of Commerce Board of Directors, the Seattle CityClub Board of Directors, the Seattle Symphony, the SLU Chamber of Commerce Board of Directors, and the Seattle Chamber of Commerce Young Professionals Network Board of Directors, among others. Eric was a member of the Leadership Tomorrow class of 2020 and continues to volunteer for the organization today. Finally, Eric spends time volunteering with local organizations including FareStart and NW Harvest. Eric resides in the Eastlake neighborhood of Seattle.</i>		
<b>Authorizing Signature (original signature):</b>  <b>Date Signed (appointed):</b> 11/6/2023		<b>Appointing Signatory:</b> <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>

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

## PROFESSIONAL EXPERIENCE

### Head of Program Management & Chief of Staff, Amazon Prime Air (drones)

3/2015-PRESENT

Founding member and current Head of Program Management/Chief of Staff to the Vice President of Prime Air. Prime Air is a transportation system to deliver packages to customers in 30-mins using drones. Define program strategy, own product definition, and program execution planning across a 1,000 person organization. On the Sr. Leadership Team leading strategy and program direction to meet long term cost per package targets. Develop and manage product roadmap and readiness of the Prime Air program, including building, launching, scaling the customer-facing operation. Develop and manage the rhythm of the business, including overall program status, business milestones, and long-range planning. I was in the first 30 employees hired on this innovative product that has grown to become a certified airline with a scalable drone solution. I created many of the business and program management mechanisms that exist today.

- Lead a team of 15 Technical & Program Managers to drive organization strategy, execution, and program management.
- Chief of Staff to the Senior Leadership Team (VPs and Directors), including weekly staff meetings, program-wide internal communications, resource allocation, financial updates, and program operations
- Lead launch functions, including real estate identification and acquisition, customer experience launch, back-end integration, and regulatory requirements to launch Prime Air in a new geography
- Create and manage the consolidated product roadmap, which is the single mechanism that drives work program-wide
- Develop and lead program integration mechanisms that ensure we meet schedule, cost, mitigate risks, and meet financial targets
- Lead the creation and presentation of executive documents including quarterly business reviews, annual planning documents, and recurring CEO/Board of Directors reviews on program status and financial performance
- Design and deliver the launch of Prime Air service operations, demonstrating the delivery program with in-fulfillment center processes of <19-minutes from order placement to "drone ready for takeoff"
- Manage the development of the Prime Air Roadmap to drive the development of R&D, engineering, operations, and regulatory work threads program-wide
- Support the development of long-range financial models with Finance and propose financial targets for short-term goal planning
- Drive the development of annual goal planning and goal status to meet the annual operational plan and long-range plan
- Develop and manage weekly and monthly business review process for eight organizations, including goal status and metrics
- Drive program internal communication, including monthly all hands meetings on behalf of the Senior Leadership Team
- Interface as primary point of contact for business teams, including Legal, HR, PR, Finance, Facilities, Recruiting, Trade Compliance
- Align program resources (headcount, budgets) to support the engineering and product roadmap and development goals, leading the growth of the program from ~30 to ~1,000 within 5 years
- Lead launch of Prime Air's first customer delivery and customer delivery trial near Cambridge, UK. First delivery took place on 12/7/2016
- Lead the launch of Prime Air's innovative new hex-wing vehicle airframe design, including first customer delivery on this platform in Oregon on 9/2/2020
- Lead the identification and launch of Prime Air operational, flight test, and corporate office facilities in discrete locations with complex operational requirements enabling confidential testing prior to public launch
- Recipient of the "Just Do It Award" from Amazon CEO Jeff Bezos, which recognizes an employee who goes above and beyond the scope of their role to solve a business challenge
- Lead Amazon's corporate expansion in to Austria, launching the Prime Air Development Center in Graz, Austria. This was the fastest new country launch in Amazon Corporate's history; leading the creation of core business infrastructure in-country

### Founder & Global Chair, Connect@Amazon, Amazon.com, Seattle, WA

6/2014-PRESENT

Founder and chair of Connect@Amazon, Amazon's largest internal employee group, which holds Community and Professional Networking opportunities for Amazon employees. Connect@Amazon is comprised of >100,000 members across 72 chapters at Amazon offices globally. Community events build a social network across Amazon employees, and Professional networking events build company-wide knowledge, introductions to senior leaders, workshops, panels, and formal networking opportunities.

- Secure stable funding internally for \$2.0MM, including four full time programmatic headcount to support the organization
- Manage and develop a team of four full time Program Managers who support the program's growth globally
- Organically grow Connect@Amazon to >100,000 members in 6 years, fully grassroots with no formal company support
- Launch 72 new Connect@Amazon chapters in North America, Europe, APAC, and Middle East using a scalable launch program, and support the new chapters in their growth phase
- Identify, recruit, and coordinate an Executive Advisory Board, comprised of VPs and Directors from 12 teams at Amazon to guide and mentor Connect@Amazon leadership
- Lead and support a team of 72 Chapter Chairs who manage committees at their local Amazon office
- Lead a team of ~750 volunteers globally and a core team of 75 members of our central program management team that enable the organization to grow and expand

### Senior Program Manager, eCommerce Platform, Amazon.com, Seattle, WA

3/2014-3/2015

Manage business operations for the Vice President of Corporate Applications, E-Commerce Platform at Amazon.com. Support internal development and operations teams working to improve Amazon's global financial systems, human resource information systems, corporate IT infrastructure, IT support, enterprise data warehouse, and platform excellence organizations.

- Manage IT infrastructure capacity by optimizing usage of \$108MM annually, reduced by \$13MM in 2014 through efficiency initiatives including re-architecting services, improved forecasting and elimination of wasteful consumption

- Project manage the organization's peak readiness program to ensure organization services were prepared to support the increased volume during the busy Retail peak season. Managed the audit of software, services and physical sites around the globe to expose potential risks and developed action plans to prioritize and mitigate risks. Facilitate the closure of action items resulting in no impact to critical services, preventing downstream impact to Amazon's business
- Manage third party development contractor spend, reducing external contract labor from \$1.5M per month in January 2014 to \$170K in December 2015
- Project manage the creation of a customer experience document for review with the Amazon SVP team, recommending areas of customer experience improvement, and developing action items to improve services in the following year's operating plan

## **Supply Chain Manager, The Coca-Cola Company, Denver, CO**

**6/2012-3/2014**

Supply Chain Manager for Mountain States Market Unit, managing daily operations of an 80-route distribution network at a 24-hour operation servicing over 8,000 outlets. Additionally, served in a continuous improvement role for one year in manufacturing, warehousing and distribution to reduce un-necessary spend while providing a high-quality product.

- Lead a work stream in a two-week continuous improvement kaizen event focusing in warehouse improvements resulting in \$150,000 of process improvement savings annually
- Decrease delivery cost per case by \$0.073, from a 2013 budget of \$4.860 to an actual of \$4.787 through more efficient delivery routing and reduction in wasteful deliveries due to poor sales orders. Decrease warehouse cost per case by \$0.087, from \$3.405 budget to \$3.318, through a reduction of inventory, reduction of wasteful breakage/damage/loss, and flex of shift labor to match seasonal demand
- Reduced breakage damage & loss waste from \$1.1M actual waste in 2013 to \$290K in 2014 by implementing additional frontline supervisor product rotation policies and daily inventory review practices
- Self-managed the operations of the Denver Distribution Center with one coworker from 11/2013 – 2/2014 as the Distribution Center Manager transitioned roles and the position was not backfilled. Reported to a VP located out of state full time
- Coordinate implementation of over twenty optimization initiatives in various nodes of the local supply chain, including warehouse and distribution optimization projects
- Develop strong frontline leader management capabilities in eight direct reports through continuous professional development in change management, effective communication, and conflict management
- Provide critical continuous improvement efforts to reduce costs while improving customer service for both internal and external customers. Work to increase operational efficiency and employee engagement through front-line trainings and project teams
- Drive strategic growth in a challenging environment through decreasing operational costs, building capability amongst the members of my team and partnering with business partners across the Coke system to improve customer experience

## **Business Manager, Manhattan Creative Group, New York, NY**

**10/2012-3/2014**

Manage business operations for an entertainment management start-up. Directly manage several contracts to provide entertainment management services, live production shows, film development, and business operations in the entertainment industry. Oversee a budget of \$3 million annually, a seasonal staff of 30 employees, and >100 subcontractors.

- Direct the implementation of 21 entertainment contracts including theme park shows, live concerts, films and commercials.
- Create and implement company HR, IT, finance, accounting, management and creative policies.
- Develop strategic growth through the creation of a 3-year business plan to increase revenue and market share.

## **EDUCATION**

### **Colorado State University, Fort Collins, CO**

Bachelors of Science in Business Administration

Concentration in Management, Supply Chain Management, Entrepreneurship, and Leadership Communication

## **OTHER RELATED EXPERIENCE**

- Connect@Amazon – Founder & Global Chair – June 2014 – Present
- South Lake Union Chamber of Commerce Board of Directors – Board Member – October 2018 – Present
- Seattle CityClub Board of Directors – Board Member – December 2019 – Present
- Leadership Tomorrow Program, Seattle – Class of 2020
- Recipient, Just Do It Award, Awarded by Jeff Bezos, CEO and Founder of Amazon.com – March 2017
- Seattle Chamber of Commerce Young Professionals Network – Board Member, Exec Committee – October 2014 – December 2019
- Board of Trustees of the Seattle Metro Chamber of Commerce – Member – June 2016 – September 2017
- Seattle Symphony Young Professionals Council – Volunteer Board Member – December 2015 – January 2019
- Recipient, Graduate of the Decade Award from Colorado State University – October 2017
- Young Professionals of Seattle – Board Member – November 2014 – June 2016
- Colorado State University Alumni Association Affinity Group – Chair – March 2013 – July 2016
- Board of Governors of the Colorado State University System – Board Member - June 2011 – June 2012
- Denver Metro Chamber of Commerce – Member – August 2012 – March 2014
- Rocky Mountain Student Media Corporation Board of Directors - Board Member – May 2010 – May 2011
- Eagle Scout, Boy Scouts of America

# Seattle Center Advisory Commission

15 Members: Pursuant to Ordinances 91885 and 108936, 3-year terms; 1 Member pursuant to Ordinance 121568, 1-year term; all members subject to City Council confirmation:

- 16 Mayor- appointed

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
1	M	7	1.	Member	Koichi Kobayashi	9/29/22	9/28/25	2	Mayor
-	F	2	2.	Member	Joy R. Shigaki	9/29/22	9/28/25	1	Mayor
6	M	7	3.	Member	Michael George	9/29/22	9/28/25	2	Mayor
6	M	7	4.	Chair	Mark F. Dederer	9/29/22	9/28/25	5	Mayor
6	F	6	5.	Member	Jana Lamon	9/29/22	9/28/25	3	Mayor
6	M	7	6.	Member	John Olensky	9/29/23	9/28/26	2	Mayor
6	F	6	7.	Member	Sarah C. Rich	9/29/23	9/28/26	5	Mayor
6	F	1	8.	Member	Stacey E. Hutchison	9/29/23	9/28/26	2	Mayor
6	M	4	9.	Member	Eric Berlinberg	9/29/23	9/28/26	2	Mayor
6	F	7	10.	Vice Chair	Holly D. Golden	9/29/23	9/28/26	5	Mayor
2	M	4	11.	Member	Matthew Mead	9/29/21	9/28/24	1	Mayor
-	F	2	12.	Member	Kamala Saxton	9/29/21	9/28/24	1	Mayor
7	F	2	13.	Member	Lara Mae D. Chollette	9/29/21	9/28/24	1	Mayor
6	M	N/A	14.	Member	Will Ludlam	9/29/21	9/28/24	4	Mayor
3	F	2	15.	Member	Gloria Connors	9/29/21	9/28/24	4	Mayor
			16.	Get Engaged Member	Vacant	9/1/21	8/31/23		Mayor

## SELF-IDENTIFIED DIVERSITY CHART

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

### Key:

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

\*\*G List *gender*, M= Male, F= Female, T= Transgender, NB= Non-Binary, O= Other, U= Unknown

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

*Diversity information is self-identified and is voluntary.*



Legislation Text

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**File #:** Appt 02688, **Version:** 1

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Reappointment of Holly D. Golden as member, Seattle Center Advisory Commission, for a term to September 28, 2026.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Holly D. Golden</i>		
<b>Board/Commission Name:</b> <i>Seattle Center Advisory Commission</i>		<b>Position Title:</b> <i>Member</i>
<input type="checkbox"/> <b>Appointment</b> OR <input checked="" type="checkbox"/> <b>Reappointment</b>	<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	<b>Term of Position: *</b> <i>9/29/2023</i> <b>to</b> <i>9/28/2026</i>  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
<b>Residential Neighborhood:</b> <i>Interbay</i>	<b>Zip Code:</b> <i>98109</i>	<b>Contact Phone No.:</b> [REDACTED]
<p><b>Background:</b> <i>Ms. Golden uses her deep land use experience to deliver clients solutions to complex urban land development and permitting issues. Serving as counsel on some of the region's most significant real estate development projects, Ms. Golden works with residential, commercial, life science, and non-profit clients. She takes pride in providing proactive and creative guidance, from advising companies during initial due diligence and feasibility through project entitlements and appeals.</i></p> <p><i>Clients benefit from Ms. Golden's long-running involvement with local jurisdictions, boards, and commissions. Her experience navigating complex regulatory systems and appearing in court informs her unique ability to develop and execute successful strategies that help her clients avoid obstacles and achieve their development goals.</i></p> <p><i>Ms. Golden is a frequent speaker on the region's important land use topics, including affordable housing, permitting strategies, and public-private partnerships.</i></p>		
<b>Authorizing Signature (original signature):</b>  <i>Bruce A. Harrell</i> <b>Date Signed (appointed):</b> 11/6/2023	<b>Appointing Signatory:</b> <i>Bruce A. Harrell</i> <i>Mayor</i>	

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

# HOLLY D. GOLDEN

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## EXPERIENCE

- 12/11-Present HILLIS CLARK MARTIN & PETERSON SEATTLE, WASHINGTON**  
*Land Use Partner*  
\* Legal research and writing on a wide variety of land use topics in the greater Seattle area.  
\* Navigate Seattle's Municipal Code to help clients with permitting and entitlements.  
\* Advise clients on the land use legislation.  
\* Handle land use litigation and Land Use Petition Act cases.  
\* Present about land use topics, including street vacations, at conferences.  
\* Author land use articles and updates to the Real Property Deskbook.
- 11/13-10/18 ENVIRONMENTAL WORKS SEATTLE, WASHINGTON**  
*Vice President, Board of Directors*
- 9/13-Present SEATTLE CENTER ADVISORY COMMISSION SEATTLE, WASHINGTON**  
*Commissioner*
- 12/07-5/08 SALZBURG GLOBAL SEMINAR SALZBURG, AUSTRIA**  
*Research Associate at international think tank.*
- 6/07-9/07 U.S. DEPARTMENT OF STATE REYKJAVIK, ICELAND**  
*Intern, Political Department of U.S. Embassy*  
Assisted in drafting embassy's annual report on human rights in Iceland. Assisted with two congressional delegations. Researched and drafted memoranda on geothermal projects.
- 9/05-12/07 REFUGEE WOMEN'S ALLIANCE SEATTLE, WASHINGTON**  
*Tutor and Instructor, Evening Youth Program*  
Developed and implemented ESL reading and writing program for K-12 students.

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## EDUCATION

- 2008-2011 UNIVERSITY OF WASHINGTON SCHOOL OF LAW**  
\* Juris Doctorate, with honors, awarded June 2011. GPA: 3.73  
\* Recipient, School of Law half-tuition merit scholarship.  
\* Member, Moot Court Honor Board.  
\* Author, "Climate Refugees Require Relocation Assistance: Guaranteeing Adequate Land Assets through Treaties Based on the National Adaptation Programmes of Action," *Pacific Rim Law & Policy Journal*, Vol. 19.3, 613 (2010).  
\* Volunteer coordinator, Three Degrees: Climate Change and Human Rights Law Conference.  
\* Recipient, Pro Bono Honors Program Award.
- 2004-2007 UNIVERSITY OF WASHINGTON**  
\* Bachelor of the Arts double degree, *magna cum laude*, in honors English and Political Science, December 2007. GPA: 3.91  
\* Washington Scholar (full-tuition).  
\* Nominee, Rhodes and Marshall Scholarships.  
\* Member, Phi Beta Kappa.

# Seattle Center Advisory Commission

15 Members: Pursuant to Ordinances 91885 and 108936, 3-year terms; 1 Member pursuant to Ordinance 121568, 1-year term; all members subject to City Council confirmation:

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6	M	7	3.	Member	Michael George	9/29/22	9/28/25	2	Mayor
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6	F	7	10.	Vice Chair	Holly D. Golden	9/29/23	9/28/26	5	Mayor
2	M	4	11.	Member	Matthew Mead	9/29/21	9/28/24	1	Mayor
-	F	2	12.	Member	Kamala Saxton	9/29/21	9/28/24	1	Mayor
7	F	2	13.	Member	Lara Mae D. Chollette	9/29/21	9/28/24	1	Mayor
6	M	N/A	14.	Member	Will Ludlam	9/29/21	9/28/24	4	Mayor
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			16.	Get Engaged Member	Vacant	9/1/21	8/31/23		Mayor

## SELF-IDENTIFIED DIVERSITY CHART

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

### Key:

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

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Legislation Text

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**File #:** Appt 02689, **Version:** 1

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Reappointment of Stacey E. Hutchison as member, Seattle Center Advisory Commission, for a term to September 28, 2026.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Stacey E. Hutchison</i>		
<b>Board/Commission Name:</b> <i>Seattle Center Advisory Commission</i>		<b>Position Title:</b> <i>Member</i>
<input type="checkbox"/> <b>Appointment</b> OR <input checked="" type="checkbox"/> <b>Reappointment</b>		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other:		<b>Term of Position: *</b> 9/29/2023 <b>to</b> 9/28/2026  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>West Seattle</i>	<b>Zip Code:</b> <i>98126</i>	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b>  <i>Stacey joined Audible in 2022 as Director of Content Policy, where she currently drives groundbreaking moderation and policy strategy and engagement for the world's largest catalog of audio entertainment. Previously, she developed new policies for the metaverse at Meta, led policy creation for misinformation, elections, kids, and other issues for Amazon's Alexa devices, and spent years leading government interagency cooperation and foreign policy at the Department of State. A Seattle resident since 2018, Stacey is passionate about building ethical, inclusive policies and coalitions that amplify diverse voices and support thriving, empowered communities. She aims to bring this expertise and energy to counsel on policy matters that might impact the Seattle Center.</i>		
<b>Authorizing Signature (original signature):</b>  <i>Bruce A. Harrell</i> <b>Date Signed (appointed):</b> 11/6/2023		<b>Appointing Signatory:</b> <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>

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

# STACEY E. HUTCHISON

Senior policy manager and public policy professional with 10+ years of experience in policy analysis and implementation, high-level reporting, and building coalitions worldwide. Energetic, self-guided team leader, passionate about building technology policy for responsible, inclusive experiences.

## PROFESSIONAL EXPERIENCE

Director of Content Policy, Audible Inc. (Seattle, WA)

*10/2022 – present*

- **Own, develop, and write high-visibility policies for the “metaverse,” a broad spectrum of combined augmented reality (AR) and virtual reality (VR) products and experiences**
  - Build source-of-truth policy guidance on sensitive topics with wide-reaching implications for users, streamlining worldwide privacy, product, civic, monetization, inclusion, and human rights policies

Product Policy Manager, Meta Reality Labs (Seattle, WA)

*03/2022 – 10/2022*

- **Owned, developed, and wrote high-visibility policies for the “metaverse,” a broad spectrum of combined augmented reality (AR) and virtual reality (VR) products and experiences**
  - Set industry standards and policy precedent for emerging products in the AR/VR space, including Spark AR, smart wearables (glasses and watches), Portal devices, digital assets, and VR avatars, ensuring compliance with emerging regulations
  - Assessed launches and counseled product teams on critical policy, user, and brand risks
  - Influence and collaborate with stakeholders on novel policy strategies

Senior Policy Program Manager, Amazon (Seattle, WA)

*01/2020 – 03/2022*

- **Drove development and execution of new, critical policy areas for Alexa devices**
  - Advised as senior subject matter expert for Alexa, writing policies for visible and high-risk topics such as global elections, misinformation, hate speech, and child-directed experiences
  - Oversaw implementation of new policies with cross-functional teams of product managers, PR specialists, Legal counsel, and Public Policy stakeholders
  - Consulted with product teams on the global policy implications for new device and emerging technology applications, identifying policy gaps, risks, and mitigations
- **Ensured policies aligned with existing and emerging regulatory requirements**
  - Evaluated policies for compliance with highly sensitive federal technology regulations, both US specific and worldwide (e.g. COPPA, GDPR, and online safety requirements)
  - Devised proactive policy solutions to ensure alignment with new regulations, advising on implementation and facilitating company responses and advocacy with regulatory bodies
  - Investigated user reporting to determine if violations were present and built new standards as needed
- **Led policy discussion and alignment across Amazon**
  - Founder and chair of two sensitive policy working groups across Amazon (Elections Working Group and Misinformation Working Group), advising on and leading policy alignment with representatives from a diverse set of policy teams across Amazon

Senior Global Program Manager, Amazon (Seattle, WA)

*07/2018 – 01/2020*

- **Strategized and designed major US-based immigration business policies**
  - Created contingency plans and recommended companywide business policies to mitigate for changes to federal U.S. immigration policy and impact to operations

# STACEY E. HUTCHISON

- Evaluated program success and reported metrics to senior leadership
- Build new, improved rhythm-of-business processes for better project status monitoring

Management Officer, U.S. Department of State (Washington, DC)

06/2011 – 07/2018

- **Developed a crisis management response conference series on foreign policy and humanitarian issues in the Middle East**
  - Oversaw a major coalition of interagency stakeholders, including defense, humanitarian, diplomatic, intelligence, and foreign government officials
  - Developed, spearheaded, and chaired conference series in Kuwait
  - Managed \$10 million in dedicated Department funding
  - Provided subject matter expert briefs to public sector and foreign government representatives
  - Represented the Department to external stakeholders
- **Primary SME and briefer on number of diverse U.S.-Iraq policy issues**
  - Participated in Congressional briefing and testimony preparations for senior leadership
  - Wrote award-winning policy analyses, white papers, and security briefs for Secretary of State, Congress, interagency leadership, and the White House
  - Advocated for operational and diplomatic policies, provided feedback and guidance
- **Designed and implemented training programs to improve Iraq interagency policy collaboration**
  - Created new training mechanisms, led adoption effort, and strategized implementation
  - Leveraged stakeholder networks with humanitarian, intelligence, military, legislative, diplomatic officials

Program Analyst, U.S. Department of State (Washington, DC)

10/2010 – 06/2011

- **Provided a variety of political analysis on diplomatic operations in Afghanistan and Iraq**
  - Wrote policy analysis and security briefs for the Ambassador, the Secretary of State, Congress, and the White House
  - Researched and consolidated reports on current political, social, and economic events

Legislative Assistant, Pennsylvania House of Representatives (Bethlehem, PA) 2008 – 2009

- **Engaged with constituents and local businesses, community leaders, and third parties**
  - Acted as spokesperson on behalf of local Representative Steve Samuelson at community events, assemblies, and speaking engagements with constituents
  - Liaised with local community leaders and constituents to coordinate on policy development

## RELEVANT TRAINING & COURSEWORK

Change Management certification (Amazon, September 2019)

Project Management certification (Amazon, July 2018)

## EDUCATION

The American University (Washington, DC) Bachelor's Degree – International Service

Paris University IV – The Sorbonne (France) French language proficiency

## AWARDS, RECOGNITION & ITEMS OF NOTE

- *Superior Honor Award* (U.S. Department of State, June 2016)
- *Meritorious Honor Award* (U.S. Department of State, 2014 and 2016)
- *Languages*: French (proficient), some German
- *Volunteer*: Cultivation Committee board member, Hugo House, Seattle WA
- *Clearance*: TS/SCI (inactive)

# Seattle Center Advisory Commission

15 Members: Pursuant to Ordinances 91885 and 108936, 3-year terms; 1 Member pursuant to Ordinance 121568, 1-year term; all members subject to City Council confirmation:

- 16 Mayor- appointed

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
1	M	7	1.	Member	Koichi Kobayashi	9/29/22	9/28/25	2	Mayor
-	F	2	2.	Member	Joy R. Shigaki	9/29/22	9/28/25	1	Mayor
6	M	7	3.	Member	Michael George	9/29/22	9/28/25	2	Mayor
6	M	7	4.	Chair	Mark F. Dederer	9/29/22	9/28/25	5	Mayor
6	F	6	5.	Member	Jana Lamon	9/29/22	9/28/25	3	Mayor
6	M	7	6.	Member	John Olensky	9/29/23	9/28/26	2	Mayor
6	F	6	7.	Member	Sarah C. Rich	9/29/23	9/28/26	5	Mayor
6	F	1	8.	Member	Stacey E. Hutchison	9/29/23	9/28/26	2	Mayor
6	M	4	9.	Member	Eric Berlinberg	9/29/23	9/28/26	2	Mayor
6	F	7	10.	Vice Chair	Holly D. Golden	9/29/23	9/28/26	5	Mayor
2	M	4	11.	Member	Matthew Mead	9/29/21	9/28/24	1	Mayor
-	F	2	12.	Member	Kamala Saxton	9/29/21	9/28/24	1	Mayor
7	F	2	13.	Member	Lara Mae D. Chollette	9/29/21	9/28/24	1	Mayor
6	M	N/A	14.	Member	Will Ludlam	9/29/21	9/28/24	4	Mayor
3	F	2	15.	Member	Gloria Connors	9/29/21	9/28/24	4	Mayor
			16.	Get Engaged Member	Vacant	9/1/21	8/31/23		Mayor

## SELF-IDENTIFIED DIVERSITY CHART

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

### Key:

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

\*\*G List *gender*, M= Male, F= Female, T= Transgender, NB= Non-Binary, O= Other, U= Unknown

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

*Diversity information is self-identified and is voluntary.*



Legislation Text

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**File #:** Appt 02690, **Version:** 1

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Reappointment of John Olensky as member, Seattle Center Advisory Commission, for a term to September 28, 2026.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>John Olensky</i>		
<b>Board/Commission Name:</b> <i>Seattle Center Advisory Commission</i>		<b>Position Title:</b> <i>Member</i>
<input type="checkbox"/> <b>Appointment</b> OR <input checked="" type="checkbox"/> <b>Reappointment</b>	<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	<b>Term of Position: *</b> <i>9/29/2023</i> <b>to</b> <i>9/28/2026</i>  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
<b>Residential Neighborhood:</b> <i>Magnolia</i>	<b>Zip Code:</b> <i>98199</i>	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b>  <i>John Olensky is an Architectural Building Envelope Consultant with Evolution Architecture in Seattle. John has a Master's degree in the Conservation of Historic Towns and Buildings from Catholic University in Leuven, Belgium. With Evolution, John's focus is on the rehabilitation of existing and historic buildings throughout the Puget Sound. Originally from Western Canada, John has practiced for 25 years in the US in several states, most recently California and Hawaii. John has lived in the Magnolia neighborhood for the last 5 years with his wife and 3 sons. Most of all, John looks forward to learning and collaborating with a team of people, contributing to the success of the Seattle Center while representing the community and advising the Seattle Center staff as well as the Mayor and City Council.</i>		
<b>Authorizing Signature (original signature):</b>  <i>Bruce A. Harrell</i> <b>Date Signed (appointed):</b> 11/6/2023		<b>Appointing Signatory:</b> <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>

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

# John Olensky

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For over 25 years I have practiced architecture, focusing on consulting for exterior building envelope repair and rehabilitation. Prior to consulting, I practiced in Architecture and Historic Preservation. I was educated in Europe in Historic Preservation

## EXPERIENCE

### **Senior Consultant, Architectural Building Envelope Repair**

*Evolution Architecture, Seattle, Washington – 2020 (Current)*

Exciting role focusing on design for exterior building envelope repair and rehabilitation of existing commercial and multi-family buildings, with an outstanding team that combines practical know-how, state of the art technology, professional expertise, and forward-thinking marketing

### **Architectural Rehabilitation Lead / Building Scientist**

*Morrison Hershfield, Seattle, Washington - 2019*

Challenging opportunity to re-establish a building envelope rehabilitation group within a branch of a foreign owned engineering corporation

### **Senior Project Manager: Architectural Building Envelope Design, New Construction**

*Cross 2 Design, Seattle, Washington - 2015 to 2018*

Rewarding position in a high-volume, fast-paced work environment, producing exterior building envelope design packages for new multi-family construction, collaborating with Architectural clients in the Pacific Northwest, Southern California, and San Francisco Bay Area & Silicon Valley

### **Senior Project Manager: Architectural Building Envelope Repair and Forensic Architecture**

*Allana Buick & Bers, Honolulu, Hawaii - 2010 to 2014*

Had the great fortune to enjoy working in one of the friendliest and unique cultures in America! Performed investigations and prepared design packages for exterior architectural building envelope repair and rehabilitation of commercial and multi-family project types throughout the Hawaiian Islands in Oahu, Maui, and Hawaii, for a variety of clients, including large landowners, small businesses, and individuals. Gained enriching perspectives from the unique challenges of an Island environment, in a close-knit business community with strong community values

### **Project Manager: Architectural Building Envelope Repair and Forensic Architecture**

*Posard Broek + Associates, San Francisco Bay Area, California - 2008 to 2010*

Reporting to the firm Principles, with responsibilities for developing, producing, and implementing stand-alone design packages for exterior building envelope repair and rehabilitation of existing multi-family residential projects throughout the San Francisco Bay Area & Silicon Valley

### **Project Manager: Architectural Building Envelope Design, New Construction**

*Olympic Associates, Seattle, Washington - 2007 to 2008*

Designed exterior building envelope details, drawings, and specifications corresponding to new Architectural designs, while collaborating with Architectural clients, focused on new multi-family condominium construction in Seattle and Eastern Washington

### **Building Envelope Designer: Historic Architecture**

*Page and Turnbull, San Francisco, California - 2006 to 2007*

Provided in-house technical consulting for producing exterior building envelope design details & specifications for adaptive re-use and remodeling of residential and commercial historic buildings including high profile projects and clients throughout the San Francisco Bay Area

### **Consultant, Architectural Building Envelope Repair and Forensic Architecture**

*Aquatech Consultancy, San Francisco Bay Area, California - 2004 to 2006*

Managed and assisted with forensic field investigations and testing, producing exterior building envelope repair and rehabilitation design packages, representing building owners and contractors in litigation cases in the San Francisco Bay Area, Northern and Southern California

### **Project Manager, Architectural Building Envelope Repair and Forensic Architecture**

*McGinnis Chen Associates, San Francisco, California - 2000 to 2004*

Began initial Building Envelope career for a recognized and respected San Francisco Forensic Building Envelope firm, focusing on design for exterior building envelope repair and rehabilitation of a variety of existing buildings, including multi-family, high rise, large and small scale historic projects, for individuals, corporate, and high-profile clients throughout the San Francisco Bay Area and Northern & Southern California

## EDUCATION

### **Masters**

#### **Conservation of Historic Towns and Buildings**

*Faculty of Engineering, Catholic University Leuven  
Leuven, Belgium 1999*

### **Bachelor**

#### **Environmental Studies in Architecture**

*Faculty of Architecture, University of Manitoba  
Winnipeg, Canada 1992*



# Seattle Center Advisory Commission

15 Members: Pursuant to Ordinances 91885 and 108936, 3-year terms; 1 Member pursuant to Ordinance 121568, 1-year term; all members subject to City Council confirmation:

- 16 Mayor- appointed

## Roster:

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			16.	Get Engaged Member	Vacant	9/1/21	8/31/23		Mayor

## SELF-IDENTIFIED DIVERSITY CHART

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<b>Total</b>	<b>7</b>	<b>8</b>			<b>1</b>	<b>1</b>	<b>1</b>			<b>9</b>			

### Key:

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

*Diversity information is self-identified and is voluntary.*



Legislation Text

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**File #:** Appt 02691, **Version:** 1

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Reappointment of Sarah C. Rich as member, Seattle Center Advisory Commission, for a term to September 28, 2026.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Sarah C. Rich</i>		
<b>Board/Commission Name:</b> <i>Seattle Center Advisory Commission</i>		<b>Position Title:</b> <i>Member</i>
<input type="checkbox"/> <b>Appointment</b> OR <input checked="" type="checkbox"/> <b>Reappointment</b>	<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	<b>Term of Position: *</b> <i>9/29/2023</i> <b>to</b> <i>9/28/2026</i>  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
<b>Residential Neighborhood:</b> <i>Northwest</i>	<b>Zip Code:</b> <i>98117</i>	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b>  <i>Ms. Rich is currently a part time consultant and full-time mother. Ms. Rich previously worked as the Digital Marketing Manager at Ritani where she worked on their email and affiliate marketing programs. Before that, she was the Marketing and Retention Manager at The Seattle Times where she drove the subscription retention and direct marketing strategies.</i>  <i>Sarah served as a Get Engaged Member of the Seattle Center Advisory Commission prior to serving as a permanent member. She was part of the Imagine Curriculum Team that won the AKCHO Heritage Education Award in 2012 for curriculum it developed about Seattle Center and the 1962 World's Fair. In 2010, she received a Newspaper Association of America award for curriculum development.</i>  <i>Sarah is a graduate of Oberlin College with a concentration in geology. She also holds a Masters in Teaching from Pace University and completed the Teach For America program, teaching high school earth science in the Bronx.</i>		
<b>Authorizing Signature (original signature):</b>  <i>Bruce A. Harrell</i> <b>Date Signed (appointed):</b> 11/6/2023	<b>Appointing Signatory:</b> <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>	

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# Sarah C. Rich

## Marketing Manager – Consumer Products

*Energetic, digitally-savvy marketing professional with nine years of experience helping acquire customers, develop sales leads, and drive revenues within a highly competitive B2C industry niche*

### *Areas of Expertise*

Marketing Plan Development	Direct Mail / Direct Response	Marketing Project Management
Campaign Management	Advertising, Promotions & Special Offers	Telemarketing / Inside Sales
Customer Loyalty / Retention	Recurring Revenue / Subscriptions	Vendor Selection / Management
Collateral, Branding & Messaging	Branding & Positioning	Digital & Social Media Channels

### *Employment History & Accomplishments*

MOTHER *Seattle, WA: 2015-present*

- Currently a stay-at-home mom to two children, the role for which I am most proud

CONSULTANT *Seattle, WA: 2016-2019*

- Working as a part-time consultant, advising multiple clients and developing their marketing and business strategies

RITANI *Seattle, WA: 2014-2016*

- Was responsible for the email and affiliate marketing channels for Ritani.com, which generated over \$3MM in annual net revenue
- Managed Ritani's inbound/outbound email programs, developing strategy & content for 200K consumers
- Increased traffic and revenue from the email channel by over 100% by implementing a comprehensive strategy, including promotional, automated and personalized email campaigns
- Directed an end-to-end effort to select a new email service provider for Ritani - researching, negotiating terms and integrating the new solution
- Led the affiliate program, managing over 100 existing partnerships and forging new relationships to drive sales for Ritani.com
- Spearheaded all promotional holiday efforts, working closely with development and content teams to execute promotions for Ritani.com
- Created marketing dashboards to analyze ROI and campaign performance metrics

THE SEATTLE TIMES *Seattle, WA: 2008-present*

#### **Marketing & Customer Retention Manager** (2013-Present)

- Designed and managed marketing initiatives aimed at improving subscriber retention through various targeted marketing methods including email, direct mail, inserts and display advertising (print/digital)
- Administered budget of \$500k and managed key relationships with vendors and advertising agencies
- Coordinated a weekly rewards/loyalty email campaign with offers from over 50 local partners
- Work closely with Business Intelligence team to analyze ROI and campaign performance metrics
- Participate on (and occasionally lead) larger cross-functional marketing projects for the organization, collaborating with key personnel in the branding, circulation, sales, finance, and advertising departments

#### **Marketing & Promotions Specialist** (2011-2013)

- Managed the Seattle Restaurant Week promotion from end-to-end, coordinating partnerships with more than 165 restaurants, attracting over 20,000 customers, and generating more than \$750,000 in revenue
- Coordinated dozens of promotions and sponsorships with major clients including Seattle Theatre Group, 5th Avenue Theatre, Live Nation, Seattle Foundation, Pacific Northwest Ballet and Pacific Science Center
- Designed and ran targeted marketing campaigns to drive incremental revenue and audience engagement

- Received the Seattle Times Sales and Marketing Award for Revenue in 3rd Quarter, 2012
- Worked closely with advertising sales directors to conceptualize and launch creative promotional efforts that generated over \$500k in new revenue and led over \$3.5M in client sales

**Outreach Specialist, Newspapers In Education (NIE) Program** (2008-2011)

- Led strategic marketing and recruitment plan that grew NIE circulation rates by more than 150%
- Managed a team of contractors in the development of appropriate program curriculum and web content

Prior experience as **Teach For America Corps Member**, Frederick Douglass Academy III, Bronx, NY.

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*Education & Affiliations*

**M.S. Teaching**, Pace University, New York, NY (4.0 G.P.A.)

**B.A. Geology**, Oberlin College, Oberlin, OH (3.62 G.P.A.)

**Get Engaged Program Commissioner**, Seattle Center Advisory Commission, (2012-Present)

**Member, Community of Thinkers**, Seattle Art Museum (2009-2011)

**United Way Giving Campaign Coordinator**, The Seattle Times (2011)

# Seattle Center Advisory Commission

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Legislation Text

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**File #:** CB 120643, **Version:** 1

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**CITY OF SEATTLE**

**ORDINANCE \_\_\_\_\_**

**COUNCIL BILL \_\_\_\_\_**

AN ORDINANCE relating to commercial tenancies; establishing limits on the maximum personal guaranty that may be included in or as a condition of commercial leases; and establishing limits on the value of a commercial lease’s required security deposit and/or letters of credit; and adding a new Chapter 6.104 to the Seattle Municipal Code.

WHEREAS, the Washington Constitution provides in Article XI, Section 11 that “[a]ny city, county, town or township may make and enforce within its limits all such local police, sanitary and other regulations as are not in conflict with general laws”; and

WHEREAS, it is the goal of the City’s Commercial Affordability Initiative, as a component element of the Equitable Development Initiative, to create new policies and steps to support commercial affordability to address the rising cost of commercial space for small businesses, which are key anchors for vulnerable communities; and

WHEREAS, owners of small businesses are less likely than owners of large businesses to own the properties from which those businesses are conducted, thus any requirements that affect tenant commercial businesses will impact small businesses to a greater extent than they will impact large businesses; and

WHEREAS, the Office of Economic Development’s 2023 “Future of the Seattle Economy” report reflects a community-informed investment agenda that will promote inclusive economic growth, especially for communities that have systematically been excluded from such opportunities, and its findings identified the need to help Women and Minority Owned Business Enterprises (WMBE) and Small Business Enterprises (SBEs) avoid predatory practices that prevent them from building wealth through their

businesses in an already inequitable system while enabling them to grow and remain in their communities; and

WHEREAS, standard commercial lease agreements generally require a personal guaranty as a condition or an element of the lease agreement, which makes an individual, usually but not always the business owner, personally liable to the lessor for specified expenses during a specified time period in the event that the business cannot pay; and

WHEREAS, this personal liability persists even if the business ceases to operate before the conclusion of the specified time period; and

WHEREAS, this personal liability typically includes rent and utility costs for a period of up to ten years; and

WHEREAS, commercial leases often also require a security deposit as a condition or element of the lease agreement, which requires that a business or an individual, usually but not always the business owner, make a payment to the lessor to fund the costs of addressing any property damages incurred by the tenant during the lease term, and/or other costs as described in the lease; and

WHEREAS, commercial leases may also or alternatively require a letter or letters of credit as a condition or element of the lease agreement. Letters of credit support the mitigation of risk for a lessor if a tenant were to fail to pay rent or other financial obligations under the lease either by (a) issuing a line of credit to an individual, usually but not always the business owner, or to a business, or (b) providing access to money held at a bank by an individual, usually but not always the business owner, or by a business for those financial obligations; and

WHEREAS, an individual who must secure letters of credit, execute a personal guaranty, and/or provide a security deposit as a condition or element of a commercial lease must commit financial resources and/or credit capacity to their maintenance rather than being able to invest those resources and capacity in positive business opportunities, and the ongoing annual charges associated with maintaining letters of credit impose an additional financial burden; and



WHEREAS, the aggregate liability of a personal guaranty, letters of credit, and/or a security deposit imposes a burden on the individual who is responsible for bearing it, usually but not always the business owner, either to possess, have access to, or gain access to a certain level of financial resources, with this burden being supplemental to other business startup or relocation costs, such as custom buildouts, permitting and inspection fees, inventory acquisition, marketing, and those associated with the training and onboarding of personnel; and

WHEREAS, the current absence of regulations limiting this aggregate liability that commercial tenants must assume has been reported to inhibit the establishment of new businesses, particularly when would-be entrepreneurs do not already possess or have access to ample financial resources to start new businesses; and

WHEREAS, in order to limit the aggregate liability that commercial tenants must assume, it is necessary to limit both the personal-guaranty liability and the letter-of-credit requirements that may be included as a condition or element of a commercial lease; and

WHEREAS, most small businesses will not become profitable for two to three years, during which time the owners of those businesses may have to spend from their personal assets and/or on credit to sustain those businesses; and

WHEREAS, lessors of commercial premises assume risk and opportunity costs in leasing or renting a commercial property to a business; and

WHEREAS, it is in the public's interest to foster local businesses and support their contributions to neighborhood vibrancy; NOW, THEREFORE,

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

Section 1. The City Council finds and declares that:

A. In the exercise of The City of Seattle's (City's) police powers, the City is granted authority to pass regulations designed to protect and promote public health, safety, and welfare.

B. This ordinance protects and promotes public health, safety, and welfare by establishing limits on both the maximum personal guaranty that may be included in or as a condition of commercial leases and the value of a commercial lease's required security deposit and/or letters of credit.

C. Small businesses are vital to the character and community fabric of Seattle, reflecting and nurturing the cultural diversity of the community and serving as important engines of the local economy by providing jobs and operating as commercial anchors in neighborhoods across Seattle.

D. Many small business owners do not own the property from which they conduct their business, requiring them to execute a lease with a lessor.

E. It is typical for lessors to require a personal guaranty as a condition or element of a commercial lease. A personal guaranty commits an individual, who is usually but not always the small business owner, to the payment of certain costs associated with the leased commercial property, such as rent and utilities, for a prescribed length of time, and the obligation to pay these costs persists even if the business ceases to operate.

F. As a condition or element of a commercial lease some lessors require tenants to provide a security deposit, which is a non-rent payment made by a business or an individual, who is usually but not always the business owner, that the lessor retains to fund the costs of addressing any property damages incurred by the tenant during the lease term.

G. As a condition or element of a commercial lease some lessors require tenants to obtain a letter or letters of credit, which is a guarantee from a bank or other institution to pay rent or other financial obligations under the commercial lease in the event that the tenant fails to pay, and which is secured either by the bank holding the amount of assets to be guaranteed for the duration of the instrument or by issuing a line of credit. The letter or letters of credit may be obtained by an individual, who is usually but not always the business owner, or by a business.

H. Personal-guaranty, security-deposit, and letter-of-credit requirements as conditions or elements of a commercial lease agreement impose a financial burden on the business and/or individual, usually the business

owner, who are subject to them. This burden is incremental to the various other costs associated with starting or maintaining a small business and it may disincentivize individuals from starting new small businesses, particularly when they have fewer personal assets.

I. Twenty percent of small businesses fail in their first year and approximately half of small businesses fail within the first five years of operation. Among the operators of these businesses, the second most commonly cited reason for failure is lack of capital.

J. Studies have found that where commitments of personal capital assets are prerequisites for small businesses to obtain credit, the small business owner's existing wealth largely determines whether the business survives; that individuals with more assets are more likely to be self-employed; and that would-be small business owners are more likely to obtain external funding when they have higher levels of education and net worth.

K. Access to capital for small business owners also generally requires a personal guaranty, in addition to any such commitment made as a requirement for a commercial lease agreement. The vast majority of small business loans, including those funded through the U.S. Small Business Association, require a personal guaranty that applies to anyone who owns 20 percent or more of the business.

L. It is in the public's interest to take actions consistent with the goal of expanding and sustaining small business ownership, reducing barriers to access to capital for those businesses, and sustaining a diverse and vibrant workforce.

M. It is in the public's interest to take actions consistent with the goals of expanding economic mobility for those who wish to start a business in Seattle and promoting inclusive economic growth, especially for communities that have systematically been excluded from such opportunities.

N. Analysis of data collected by the Small Business Administration Office of Advocacy showed that 13 percent of surveyed incorporated small businesses had decided not to undertake a positive investment opportunity because the lender required a personal guaranty to obtain a loan for the project and 11 percent of

them had been denied a loan because of their inability to meet the lender's personal guaranty requirements.

O. Research for a 2016 doctoral dissertation analyzing personal guaranties across five types of loans found that, of respondents who had not met requirements for a personal guaranty or who declined to provide one, 53 percent had to seek funding elsewhere, 36 percent could not pursue products or services, 28 percent had to forgo an expansion project, 27 percent could not hire additional staff, and 27 percent had to lay off staff.

P. Nationally, 70 percent of small businesses have outstanding loan debt. The average amount of a small business's total debt is \$195,000. This debt liability is in addition to any liability associated with a personal guaranty on a commercial lease.

Q. To the extent that a business owner incurs less personal-guaranty liability, commits fewer assets to a security deposit, and/or uses less credit capacity to maintain a letter or letters of credit in or as a condition of a commercial lease, that business owner will have greater flexibility to participate in positive investment opportunities for their business.

R. Establishing a framework that limits the personal-guaranty liability and security deposit and/or letter-of-credit liability that may be included in or as a condition of commercial leases is consistent with City's Commercial Affordability Initiative.

S. The harm that business owners have experienced due to the current lack of limitations on personal-guaranty liability and security deposit and/or letter-of-credit liability is based on the standards of leases for commercially owned and/or managed properties. Business owners report that standard lease terms for properties that are owned and/or managed by Federal, state, or local governments, or by Tribal governments, do not cause this harm.

T. It is in the public's interest to limit the exposure of individuals, who are usually but not always the business owners, to personal-guaranty liability in order to help these businesses survive, preserve the livelihoods of those they employ, and continue contributing to the vitality of the community.

U. It is in the public's interest to limit the value of the security deposit and the letters of credit that

businesses or individuals, who are usually but not always the business owners, may be subject to providing in order to help these businesses survive, preserve the livelihoods of those they employ, and continue contributing to the vitality of the community.

V. This ordinance protects and promotes public health, safety, and welfare by limiting certain financial obligations to which tenant commercial retail businesses are subject, which will have the effect of reducing barriers to economic participation for those business owners and their future generations.

Section 2. A new Chapter 6.104 of the Seattle Municipal Code is added to Subtitle III of Title 6 as follows:

## **Chapter 6.104 COMMERCIAL LEASES AND RENTAL AGREEMENTS**

### **6.104.010 Scope**

This Chapter 6.104 applies to all lessors of commercial property located within Seattle city limits. This Chapter 6.104 is an exercise of the City’s police power to regulate commercial contracts.

### **6.104.020 Definitions**

For the purposes of this Chapter 6.104:

“Base rent” means the agreed-upon cost that a commercial tenant regularly pays to a lessor for the right to possess and use a property.

“Commercial property” means real estate that is intended to generate a profit and is used for: commercial or retail activities other than (a) rental as residence or for lodging; as office space; or as a medical practice, clinic, or dispensary; and (b) farming or cultivation.

“Commercial lease” means a lease that has commercial property as its subject.

“Department” means the Department of Finance and Administrative Services, or successor entity.

“Director” means the Director of Finance and Administrative Services, or successor entity, or the Director’s designee.

“Lease” means any agreement between a lessor and a tenant that establishes or modifies the terms,

conditions, rules, regulations, or any other provisions concerning the use and occupancy of a commercial property.

“Lessor” means the owner, or agent of the owner, of a commercial property that is leased to a business entity or person, called the tenant. For the purposes of this Chapter 6.104, “lessor” does not include:

1. The United States government;
2. The government of any Indigenous Tribe;
3. The State of Washington, including any office, department, agency, authority, institution, society, or other body of the state, including the legislature and the judiciary; or
4. Any county or local government.

“Letter of credit” means any guarantee from a bank or other institution to pay rent or other financial obligations associated with the assumption of a commercial lease if the tenant fails to pay, and which is secured either by the bank or other institution holding the amount of assets so guaranteed for the duration of the instrument or by the issuance of a line of credit. Letters of credit may be issued by a bank or other institution on behalf of an individual, who is usually but not always the business owner, or a business.

“Personal guaranty” means a specific and time-limited contractual agreement either as an element of a commercial lease or rental agreement or as a separate, freestanding agreement which establishes an individual’s agreement to pay, with their own money, certain expenses that a commercial tenant owes the lessor under the terms of the lease if the tenant is unable to pay. These expenses typically include base rent and tenant improvement costs and may include taxes, insurance, common area maintenance, and utility charges, and they may include additional expenses.

“Security deposit” means a payment other than base rent or additional rent that a tenant makes to a lessor prior to the commencement of the lease term, which the lessor retains as a security for the duration of the lease term for performance of the tenant's obligations under their lease agreement and/or to fund the cost of addressing any property damages incurred by the tenant during the lease term. This payment may be made by

an individual, who is usually but not always the business owner, or a business.

“Tenant” means a business entity or person who is entitled to occupy or possess commercial real estate that belongs to another business entity or person, in accordance with the terms of a lease agreement.

“Tenant improvement allowance” means a pre-negotiated sum of money that a lessor may optionally make available to a commercial tenant to support the making of tenant improvements to a leased space.

“Tenant improvement costs borne by the tenant” means costs that support the making of improvements to a leased space that are borne by that space’s tenant rather than by its lessor. If a tenant improvement allowance is insufficient to fund the full configuration needs of a tenant, the incremental costs of the configuration are considered tenant improvement costs borne by the tenant.

“Tenant improvements” means customized alterations to a leased commercial space as mutually agreed to as a condition or an element of a lease agreement, in order to configure the space for the needs of that particular tenant, which may include changes to walls, floors, ceilings, and lighting, among other construction and design elements. Tenant improvements are exclusive of the following lessor-provided items and features of a leased commercial space: heating, ventilation, and air conditioning units and ductwork; exhaust fans, hoods, and fireproofed ductwork approved by a fire marshal to allow for commercial kitchen exhaust; sprinkler and fire alarm/fire suppression systems, electrical panels and main electrical line connections, main plumbing and sewage line connections, bathrooms, and any other base building systems that are necessary to support commercial business or retail activity.

#### **6.104.030 General provisions**

All lessors of commercial premises involved in promoting or executing lease agreements for commercial properties within Seattle shall comply with the following:

A. For any new lease executed after the effective date of this ordinance, the total value of any required security deposit and/or letters of credit shall not exceed the total value of the first month and last month of base rent.

B. For any new lease executed after the effective date of this ordinance, the maximum personal guaranty that may be included in a commercial lease or in a separate agreement upon which a commercial lease is conditioned is the sum of (1) the first two years of base rent payments and (2) the total cost of tenant improvements made to the leased space, inclusive of tenant improvement allowance, if any; and exclusive of tenant improvement costs borne by the tenant, if any.

**6.104.040 Summary of provisions in commercial leases that limit personal guaranties and the value of security deposits and/or letters of credit**

A. The Director shall, as soon as is practicable, and as the Director shall deem necessary from time to time, prepare a summary of this Chapter 6.104 and any other applicable regulations that pertain to commercial leases.

B. The Department shall make the summary described in subsection 6.104.040.A available to lessors and to commercial tenants at no cost.

C. Nothing in the summary described in subsection 6.104.040.A shall be construed as binding on or affecting any judicial determination of the rights and responsibilities of landlords and tenants, nor is the Department liable for any misstatement or misinterpretation of the applicable laws.

**6.104.050 Distribution of summary by lessor required**

A. A copy of the summary described in subsection 6.104.040.A shall be provided by the lessor of commercial property to any commercial tenant or prospective commercial tenant when such new property lease is offered.

B. Lessors shall, within 90 days after the Director prepares the summary described in subsection 6.104.040.A, distribute the summary to their existing commercial tenants.

**6.104.060 Enforcement and rulemaking powers and duties**

A. The Director shall adopt rules pursuant to Chapter 3.02 to implement the provisions of this Chapter 6.104. The Director may promulgate, revise, or rescind rules deemed necessary, appropriate, or convenient to



administer the provisions of this Chapter 6.104, providing affected entities with due process of law and in conformity with the intent and purpose of this Chapter 6.104.

B. The Director is authorized to investigate any potential violation of this Chapter 6.104.

C. Any violations of this Chapter 6.104 shall be enforced under the citation provisions set forth in Section 6.104.080.

#### **6.104.070 Violations**

It is a violation of this Chapter 6.104 for any commercial lessor to:

A. Enter into, or require another party to enter into, any commercial lease in which the total value of any required security deposit and/or letters of credit exceeds the total value of the first month and last month of base rent.

B. Enter into, or require another party to enter into, any commercial lease agreement that includes or is conditional upon personal guaranty that exceeds the sum of: (1) the first two years of base rent payments; and (2) the total cost of tenant improvements made to the leased space, inclusive of tenant improvement allowance, if any; and exclusive of tenant improvement costs borne by the tenant, if any.

#### **6.104.080 Citation**

A. If, after investigation, the Director determines that a lessor has committed a violation of this Chapter 6.104, the Director may issue a citation to the person responsible for the violation. The citation shall include the following information:

1. The name and address of the responsible person to whom the citation is issued;
2. The complete address of the commercial property subject to the commercial lease violation;
3. A separate statement of each violation;
4. The date of the violation;
5. A statement that the person cited must respond to the citation within 15 business days after the

date of service;

6. A space for entry of the applicable penalty;

7. A statement that the response must be sent to the Hearing Examiner and received not later than 5 p.m. on the day the response is due;

8. The name, address, and phone number of the Hearing Examiner where the citation is to filed;

9. A statement that the citation represents a determination that a violation has been committed by the responsible person named in the citation and that the determination shall be final unless contested as provided in subsection 6.104.080.C; and

10. A certified statement of the inspector issuing the citation, authorized by RCW 5.50.050, setting forth facts supporting issuance of the citation.

B. The citation may be served in person or sent by first class mail, addressed to the last known address of such person(s). Service shall be complete at the time of personal service, or, if mailed, three days after the date of mailing. If a citation sent by first class mail is returned as undeliverable, service may be made by posting the citation at a conspicuous place on the property.

C. Response to citations

1. A citation must be responded to in one of the following ways:

a. Payment of the monetary penalty specified in the citation, in which case the record shall show a finding that the person committed the violation; or

b. A written request for a mitigation hearing to explain the circumstances surrounding the commission of the violation and providing an address to which notice of such hearing may be sent; or

c. A written request for a contested hearing specifying the reasons(s) why the cited violation did not occur or why the person cited is not responsible for the violation, and providing an address to which notice of such hearing may be sent.

2. A response to a citation must be received by the Office of the Hearing Examiner no later than 15 business days after the date the citation is served.

D. If the Office of the Hearing Examiner does not receive a response within 15 business days of service of the citation, the Hearing Examiner shall enter an order finding that the person cited committed the violation stated in the citation, and assessing the penalty specified in the citation.

## E. Hearings

### 1. Mitigation hearings

a. If a mitigation hearing is requested, the mitigation hearing shall be held within 30 days after written response to the citation requesting such hearing is requested by the Hearing Examiner. Notice of the time, place, and date of the hearing shall be sent to the address specified in the request for hearing not less than ten days prior to the start of the hearing.

b. The Hearing Examiner shall hold an informal hearing that shall not be governed by the Rules of Evidence. The person cited may present witnesses, but witnesses may not be compelled to attend. A representative of the Department may also be present and may present additional information, but attendance by a representative of the Department is not required.

c. The Hearing Examiner shall determine whether the cited person's explanation justifies reduction of the monetary penalty; however, the monetary penalty may not be reduced unless the Department affirms or certifies that the violation has been corrected prior to the mitigation hearing. Factors that may be considered in whether to reduce the penalty include whether the violation was caused by the act, neglect, or abuse of another; or whether correction of the violation was commenced promptly prior to citation but that full compliance was prevented by a condition or circumstance beyond the control of the person cited.

### 2. Contested hearing

a. If a person requests a contested hearing, the hearing shall be held within 60 days after the written response to the citation requesting such hearing is received.

b. Contested hearings shall be conducted pursuant to the procedures for hearing contested cases contained in Section 3.02.090 the rules adopted by the Hearing Examiner for hearing contested

cases, except as modified by this subsection 6.104.080.E.2. The issues heard at the hearing shall be limited to those that were raised in writing in response to the citation and that are within the jurisdiction of the Hearing Examiner. The Hearing Examiner may issue subpoenas for the attendance of witnesses and the production of documents.

c. No citation shall be deemed insufficient for failure to contain a detailed statement of facts constituting the specific violation which the person cited is alleged to have committed or by reason of defects or imperfections, provided such lack of detail or defects or imperfections do not prejudice substantial rights of the person cited.

d. A citation may be amended prior to the conclusion of the hearing to conform to the evidence presented if substantial rights of the person cited are not thereby prejudiced.

e. The certified statement or declaration authorized by RCW 5.50.050 shall be prima facie evidence that a violation occurred and that the person cited is responsible. The certified statement or declaration authorized under RCW 5.50.050 and any other evidence accompanying the report shall be admissible without further evidentiary foundation. The person cited may rebut the Department's evidence and establish that the cited violation(s) did not occur or that the person contesting the citation is not responsible for the violation.

f. If the citation is sustained at the hearing, the Hearing Examiner shall enter an order finding that the person cited committed the violation. If the violation remains uncorrected, the Hearing Examiner shall impose the applicable penalty. The Hearing Examiner may reduce the monetary penalty in accordance with the mitigation provision in subsection 6.104.080.E.1 if the violation has been corrected. If the Hearing Examiner determines that the violation did not occur, the Hearing Examiner shall enter an order dismissing the citation.

g. The Hearing Examiner's decision is the final decision of the City.

3. Failure to appear for a requested hearing will result in an order being entered finding that the

person cited committed the violation stated in the citation and assessing the penalty specified in the citation. For good cause shown and upon terms the Hearing Examiner deems just, the Hearing Examiner may set aside an order entered upon a failure to appear.

F. Citation penalties

1. The following penalties shall be assessed for any violations of this Chapter 6.104:

- a. \$500 for the first violation; and
- b. \$1000 for each subsequent violation within a five-year period.

2. The Director may, in an exercise of discretion, issue a warning to the person responsible for the violation if that person has not been previously warned or cited for violating this Chapter 6.104.

3. Each party responsible for a violation can be assessed a separate penalty for that violation.

4. If the person cited fails to pay a penalty imposed pursuant to this Section 6.104.080, the penalty may be referred to a collection agency. The cost to the City for the collection services will be assessed as costs, at the rate agreed to between the City and the collection agency, and added to the penalty.

Alternatively, the City may pursue collection in any other manner allowed by law.

5. Each day a person commits a violation under Section 6.104.070 may be considered a separate violation for which a civil citation may be issued.

**6.104.090 Private right of action**

A. Any person that suffers financial injury as a result of a violation of this Chapter 6.104 may bring a civil action in a court of competent jurisdiction against the lessor violating this Chapter 6.104 and, upon prevailing, may be awarded reasonable attorney costs and such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, any payments made to the lessor by the tenant plus interest due. Interest shall accrue from the date that the payment or payments were made at a rate of 12 percent per annum, or the maximum rate permitted under RCW 19.52.020. To the extent that actual damages are unliquidated or difficult to prove, a court may award liquidated damages of up to \$20,000 instead of actual

damages. Such damages when awarded are to be on a per incident, rather than a per tenant basis.

B. For purposes of this Section 6.104.090, "person" includes any entity a member of which has suffered injury, or any other individual or entity acting on behalf of an aggrieved party that has suffered injury.

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 \_\_\_\_\_, 2023, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
President \_\_\_\_\_ of the City Council

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Bruce A. Harrell, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Scheereen Dedman, City Clerk

(Seal)

**SUMMARY and FISCAL NOTE\***

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
LEG	Ann Gorman / 4-8049	n/a

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

**1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to commercial tenancies; establishing limits on the maximum personal guaranty that may be included in or as a condition of commercial leases; and establishing limits on the value of a commercial lease’s required security deposit and/or letters of credit; and adding a new Chapter 6.104 to the Seattle Municipal Code.

**Summary and Background of the Legislation:** Most commercial lessors require, as either an element or a condition of the lease, one or more financial commitments on the part of the tenant. These commitments are a personal guaranty, a security deposit, and letters of credit. The legislation provides definitions for each of these commitments.

The legislation would establish limits on a commercial lease’s maximum personal guaranty, in terms of both its value and its duration, that a commercial lessor may require. A personal guaranty is made by an individual, who is usually but not always the business owner.

The legislation would also establish a framework for the aggregate maximum value of the security deposit and/or letters of credit that a commercial lessor may require. These commitments may be made either by a business or by an individual, who is usually but not always the business owner.

Each of these limits would apply to newly executed leases only.

**2. CAPITAL IMPROVEMENT PROGRAM**

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

If yes, please fill out the table below and attach a new (if creating a project) or marked-up (if amending) CIP Page to the Council Bill. Please include the spending plan as part of the attached CIP Page. If no, please delete the table.

Project Name:	Project I.D.:	Project Location:	Start Date:	End Date:	Total Project Cost Through 2028:

**3. SUMMARY OF FINANCIAL IMPLICATIONS**

**Does this legislation amend the Adopted Budget?**      \_\_\_ Yes X No

If there are no changes to appropriations, revenues, or positions, please delete the table below.

**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 imposes requirements on the Department of Finance and Administrative Services (FAS) that may have financial impacts. FAS would adopt rules to implement the legislation and would be authorized to investigate any potential violations and issue citations to lessors determined to have violated its requirements. FAS would also develop a summary of the legislation's provisions, along with any other regulations that pertain to commercial leases, and it would make the summary available initially upon passage of the legislation and as necessary in the future.

FAS would incur both one-time and ongoing costs associated with its enforcement of the new regulations, although an estimate of these costs and the period over which they would be incurred is not currently available. For example, the department would need to devise, implement, and maintain a means for receiving complaints about possible violations. FAS staff would support tasks such as the drafting and enactment of Director's Rules, the development of public-facing information about the regulations and its translation consistent with City language-access standards, the investigation of complaints, the citation of lessors found to be in violation, and participation in hearings. Affected staff would include customer service representatives, license and standards inspectors, and strategic advisors. Because the legislation does not include new staff resources, the incremental work would increase the aggregate purview of FAS's Consumer Protection Division, such that division staff may not be able to carry out, in the future, some bodies of work that are currently performed.

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

No.

#### 4. OTHER IMPLICATIONS

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

The legislation primarily affects the Department of Finance and Administrative Services, as described above. The bill also provides for appeals of a civil citation to be heard by the Hearing Examiner.

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

No.

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

No.

**d. Does this legislation affect a piece of property?**

No.

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



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

Business owners from historically disadvantaged communities whose businesses require the leasing of commercial space would benefit from this legislation. Business owners with access to capital and credit have an economic advantage in that these resources can provide a longer runway for a new business to establish itself, becoming known among its target market and moving towards profitability. Limiting the collective financial liability that is associated with signing a commercial lease means that the individual who assumes this liability (who is usually the business owner) will likely have increased access to capital and credit. Historically, lack of access to credit has impeded small business owners of color from building sufficient wealth and standing to grow these businesses. Research conducted by the U.S. Department of Commerce has found that lack of access to capital was the most important factor limiting the establishment, expansion, and growth of “minority-owned businesses.”<sup>1</sup>

Any Language Access Plan associated with this legislation has not yet been scoped or developed.

**f. Climate Change Implications**

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

No.

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

Actions proposed by this legislation will not increase or decrease Seattle’s resiliency in a material way.

**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 propose a new initiative or a major programmatic expansion.

**Summary Attachments (if any):**

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<sup>1</sup> Robert W. Fairlie and Alicia M. Robb (U.S. Department of Commerce, Minority Business Development Agency), “Disparities in Capital Access between Minority and Non-Minority-Owned Businesses: The Troubling Reality of Capital Limitations Faced by MBEs” (2010)

August 16, 2023 (updated September 14, 2023)

## MEMORANDUM

**To:** Public Assets and Homelessness Committee  
**From:** Ann Gorman, Analyst  
**Subject:** Council Bill 120643: Commercial Lease Requirements

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On August 16, the Public Assets and Homelessness Committee will discuss Council Bill (CB) 120643, which would establish limits on certain obligations that commercial tenants may incur in committing to a space lease. Specifically, the bill would limit the aggregate maximum value of a security deposit and/or letters of credit that a commercial lessor may include in a lease, and it would also limit the maximum personal guaranty that may likewise be included.

This memorandum describes the bill and discusses potential next steps.

### **Background**

Standard commercial lease agreements generally require at least one of the following commitments by the tenant business. These commitments may be included in the lease itself or executed as a condition of the lease.

#### Personal Guaranty

Of the three commitments described here, a personal guaranty is most commonly required of a commercial tenant. It is an obligation to pay, over time, certain specified costs associated with the commercial tenancy. It is a “personal” guaranty because the obligation is assumed by an individual, not a business; typically this individual is an owner of the business but this is not always the case. For instance, someone may be willing to take on a personal guaranty on behalf of a family member to help that family member establish a new business.

The personal guaranty persists in the event that a business ceases to operate. If a business owner has committed to a personal guaranty of five years’ duration and the business ceases to operate after three years, the guarantor must continue to make payments to the lessor related to the leased space, as contractually agreed, for an additional two years. The personal guaranty also can persist in the event that the lessor is able to lease the now-vacant commercial space to a successor tenant.

A personal guaranty has an element of duration but it may also include discrete costs. If a lessor pays for the installation of a custom kitchen for a tenant restaurant business, the repayment of those costs is typically an element of the personal guaranty.

#### Security Deposit

A tenant of whom a security deposit is required must make a payment to the lessor before obtaining the right to occupy the leased space, which payment the lessor will retain to pay certain contractually agreed costs. Such costs often include repairs to the property responsive to damage caused by the tenant, and they may include additional costs as well. The required security deposit is often a multiplier of monthly rent payments, but paying a security deposit is a separate commitment from the regular payment of rent. The security deposit may be paid by an individual or by the tenant business.

### Letters of Credit

The term “letters of credit” refers collectively to two scenarios, both of which involve a bank or other financial institution. In the first, the bank or financial institution guarantees assets of a certain contractually agreed amount, which will be used to pay the commercial business’s rent, or to meet other financial obligations, in the event that the business owner is unable to pay them. In the second, a bank or financial institution issues a line of credit that will be used for the same purpose. Letters of credit may be obtained by an individual or by the tenant business.

### **Council Bill 120643**

CB 120643 would establish the following limits with respect to the commitments described above. These limits would apply for all new leases executed after the effective date of the legislation.

- The maximum personal guaranty that a commercial lessor could require would be the sum of two years of rent payments and the total cost of tenant improvements funded by the lessor and made to the leased space.
- The maximum total value of a required security deposit and/or letters of credit would be the sum of the first and the last month of rent payments as specified in the lease.

The bill would add a new Chapter 6.104 to Title 6 of the Seattle Municipal Code (SMC), which addresses business regulations. This chapter would constrain the applicability of the bill, for instance only to commercial property as defined therein and not to governmental and tribal entities that may be incidental lessors of commercial property.

CB 120643 would apply to newly executed commercial leases only. It would not apply to lease extensions.

### Potential Impacts of CB 120643

**Impact to Business Owners:** There are significant costs associated with starting a new business, including permitting, recruitment and training of staff, marketing, and the commitment of capital to support the business’s operating needs. In limiting the business owner’s liability related to a security deposit and letters of credit, the legislation may create conditions in which the business owner can dedicate greater financial resources to those operational costs, pursuing activities that support business success and sustainment.

The sponsor of the legislation has indicated that when there are limits on the personal guaranty liability and the aggregate security deposit and letters-of-credit liability that a business owner may assume, this net reduction in liability will engender a financial benefit for the business owner in the form of greater access to credit and capital, which may be used to grow and sustain the business. This may be true to the extent that the personal guaranty is not made by a friend, family member or investor and that the reduction in liability creates additional capital for re-investment into the business. Central Staff were unable to find data or research to show how often a personal guaranty is made a by a business owner as opposed to another party, nor whether the potential relief from personal-guaranty limits would result in benefits to business owners or other parties.

Stakeholder input indicates that business owners are burdened by the current lack of limitations that pertain to personal guaranties, security deposits, and letters of credit, but the City does not collect the data that would illustrate this burden. For this reason, measuring the impact of CB 120643 would be difficult.

**Impact to Lessors:** The bill's benefit to commercial businesses could be offset by a detriment to lessors. Lessors include personal guaranty, security deposit, and/or letter-of-credit requirements in commercial leases for a variety of reasons, including to protect their investments, to ensure that their operating costs are covered, and to earn a regular profit. Not all of these reasons pertain for every commercial lease, and not all commercial leases necessarily yield profits for a lessor. For instance, a lessor may choose to operate on a negligible profit margin in anticipation of selling the commercial property in the future, with net investment profit to be realized at that time. CB 120643 would decrement, to some degree, lessors' ability to protect their investments, cover operating costs, and earn a profit. It is possible that the imposition of the new limitations may cause some lessors to minimize these losses by raising the monthly rent or increasing maintenance or other charges in new leases.

CB 120643 would require that the business owner (or other guarantor) repay the cost of any lessor-funded tenant improvements (TIs) that were made prior to the business owner's occupation of the leased space, as part of the personal guaranty. These costs can be significant – for example, as for a custom kitchen installation, as referenced above – and CB 120643's approach to such TI costs would not have a new impact for lessors.

**Enforcement:** Unlike many of the business regulations described in SMC Title 6 – for instance, those that apply to transportation network companies and short-term rentals – the new requirements that CB 120643 would impose do not include an enforcement or ongoing outreach role for staff in the Consumer Protection Division of the Department of Finance and Administrative Services (FAS), which administers Title 6. The bill would require FAS to prepare a summary of the new chapter and to make it available to lessors and commercial tenants, and it would require lessors to make the same summary available to all tenants and prospective tenants. CB 120643 allows the FAS Director to investigated potential violations and issue civil

citations including monetary penalties. It further provides for a lessor to seek either a mitigation hearing or a contested hearing with the City Hearing Examiner.

FAS would incur both one-time and ongoing costs associated with its enforcement of the new regulations, although an estimate of these costs and the period over which they would be incurred is not currently available. For example, the department would need to devise, implement, and maintain a means for receiving complaints about possible violations. FAS staff would support tasks such as the drafting and enactment of Director's Rules, the development of public-facing information about the regulations and its translation consistent with City language-access standards, the investigation of complaints, the citation of lessors found to be in violation, and participation in hearings. Affected staff would include customer service representatives, license and standards inspectors, and strategic advisors.

The bill would be an exercise of the City's police powers, which provide broad latitude to protect and promote public health, safety, and welfare.

#### Issues for Consideration

**Economic Unknowns:** It is also possible that the bill will have different impacts on lessors of commercial property and owner-lessors of commercial property. For instance, a lessor may be acting on behalf of a national commercial leasing corporation that is situated to maximize tax laws and operational efficiencies across the cities in which it operates, and this corporation would likely be well insulated from any negative financial impacts of this bill. An owner-lessor may own a building with a single ground-floor commercial retail space, and in such a case negative financial impacts would have a proportionally larger effect on the owner-lessor's operating margin. Owner-lessors of commercial property may themselves be small business owners.

CB 120643 would apply to newly executed commercial leases only, so businesses with leases that expire sooner after the legislation's passage would be able to negotiate new leases under its terms, which will provide them with a financial advantage over competitor businesses. This lack of a level playing field for businesses would persist until all current leases have expired. Some commercial lease terms are as long as 20 years.

The limitations in CB 120643 seek to expand and sustain small business ownership and economic mobility and growth for small business owners. However, it would apply to businesses of all sizes and it is not clear that its primary benefit would be experienced by business that have been disadvantaged by the current lack of commercial-lease requirements. Economic theory suggests that lowering the financial barriers associated with starting a business could have the unintended consequence of increasing the ability of well-resourced businesses to price goods and services more competitively, driving smaller competitors out of the market. However, Central Staff were unable to find research that clearly bore out this theory with respect to the specific barrier-lowering proposed in CB 120643.

When seeking to implement a new business regulation, the experience of other cities can be a useful reference point in understanding possible policy outcomes and administrative costs. Central Staff are not aware of any cities that have imposed similar commercial lease requirements to those in CB 120643.

**Personal Guaranty Limit:** The bill's personal-guaranty limit (i.e., the sum of two years of rent payments) emerged from engagement with stakeholders rather than from formal analysis. Because this stakeholder group necessarily represented a small subset of the commercial businesses that would be affected by the bill's passage, it is possible that a differently comprised group would have coalesced around different recommendations.

### Race and Social Justice Considerations

As noted in the ordinance and accompanying fiscal note, studies have found that business owners of color experience various economic and financial disadvantages. Some of these disadvantages are beyond the remit of this legislation or the City's ability to mitigate. For instance, racist banking practices denied residents of the historically Black Central District access to capital that would have given them a fair ownership stake in their community<sup>1</sup>, and studies have found that nationally, a racial capital-access gap persists to the present day<sup>2</sup> and that there is evidence of discrimination against entrepreneurs of color in obtaining credit.<sup>3</sup> In its assumed provision of a financial benefit to those businesses that would benefit from increased access to capital and credit, CB 120643 would diminish known disadvantages.

CB 120643 is consistent with the goal of the City's Commercial Affordability Initiative, which is housed within the Equitable Development Initiative. The Commercial Affordability Initiative seeks to create new policies and steps to support commercial affordability to address the rising cost of commercial space for new businesses.

### **Next Steps**

The Public Assets and Homelessness Committee plans to continue discussion of CB 120643 and vote on any amendments on September 6. If committee members vote on CB 120643 as amended at that meeting, it could be voted on by the City Council on September 12.

cc: Esther Handy, Director  
Aly Pennucci, Deputy Director

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<sup>1</sup> Pulkkinen, Levi, "Displaced from the Central District (<https://www.seattlemet.com/news-and-city-life/2020/11/displaced-from-the-central-district-seattle>)," *Seattle Met*, Winter 2020

<sup>2</sup> Shapiro, Thomas, et al., Demos, "The Asset Value of Whiteness: Understanding the Racial Wealth Gap," <https://www.demos.org/research/asset-value-whiteness-understanding-racial-wealth-gap> (2017)

<sup>3</sup> Austin, Algernon, Center for Global Policy Solutions, "The Color of Entrepreneurship: Why the Racial Gap among Firms Costs the U.S. Billions," <https://globalpolicysolutions.org/wp-content/uploads/2016/04/Color-of-Entrepreneurship-report-final.pdf> (2016)

Greg Doss, Supervising Analyst

## Amendment 1 to CB/RES 120643 – Commercial Lease Requirements

**Sponsor:** Councilmember Lewis

Exemption for life-sciences business entities

**Effect:** This amendment would clarify that business entities that are engaged in research and development related to life sciences are exempt from the requirements of CB 120643. Life science is the study of living organisms and life processes, and it includes branches such as botany, marine biology, and bioinformatics.

Amend Section 2 of CB 120643 as follows:

### **6.104.020 Definitions**

For the purposes of this Chapter 6.104:

“Base rent” means the agreed-upon cost that a commercial tenant regularly pays to a lessor for the right to possess and use the property.

“Commercial property” means real estate that is intended to generate a profit and is used for commercial or retail activities other than (a) rental as residence or for lodging; as office space; for research and/or development related to life sciences; or as a medical practice, clinic, or dispensary; and (b) farming or cultivation.





Legislation Text

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**File #:** CB 120712, **Version:** 1

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**CITY OF SEATTLE**

**ORDINANCE \_\_\_\_\_**

**COUNCIL BILL \_\_\_\_\_**

AN ORDINANCE amending Section 5 of Ordinance 125761 to establish new appointment terms for the Central Waterfront Oversight Committee and create additional positions on the Committee to expand representation.

WHEREAS, in January 2011, the Seattle City Council (Council) adopted Resolution 31264, establishing a set of Guiding Principles to inform efforts to create new parks and public spaces on the Central Waterfront, and creating the Central Waterfront Partnerships Committee (CWPC) to advise the City on the development of the waterfront design, ensuring robust and innovative public engagement, identifying public and private funding sources, and establishing the foundation for a lasting civic partnership; and

WHEREAS, by Ordinance 125761 in 2019, the Council dissolved and thanked the CWPC for their extensive volunteer efforts on the CWPC, as well as the Committee's invaluable advice and leadership in supporting the City's efforts to design, develop, and manage new public spaces on the Central Waterfront; and

WHEREAS, in the same ordinance the Council created the Central Waterfront Oversight Committee (CWOC), with whom the City and Friends are committed to coordinating with on long-term Operations Management Agreement for Waterfront Park and Public Spaces, establishing a Performance Standard for maintenance, programming, and public safety, and following up with regular evaluations and proposing corrections when needed to help ensure the Performance Standard is being met; and

WHEREAS, the CWOC consists of 19 mayoral and council appointed members, position numbers 1-19, and four ex officio members: the Directors of the Seattle Department of Transportation (SDOT) and Office

of the Waterfront and Civic Projects (OWCP), the Seattle Parks and Recreation (SPR) Superintendent, and the Seattle Police Department Chief of Police, or their successors, hold the four ex officio positions; and

WHEREAS, positions 1-6 consist of individuals with expertise from the labor, environmental and broader Seattle community as represented by Council Districts. Positions 7-14 are located within the Local Improvement District (LID) boundaries; and

WHEREAS, the CWOC shall exist and fulfill its duties for a period of not less than 20 years; and the term start date for appointments was December 31, 2019; and

WHEREAS, initial terms were set to three years for Positions 4-10 and two years for all others; all subsequent positions were to be two years, with the exception of Positions 15-19, which are permanent; and

WHEREAS, the COVID-19 pandemic had a significant impact on the committee's ability to meet in 2020 leaving a desire to extend term dates for committee members by one year; and

WHEREAS, the operations and management of waterfront park is delegated to Seattle Center from Seattle Parks and Recreation and there is a need to add additional ex-officio positions to include Seattle Center and Friends of Waterfront Seattle; and

WHEREAS, the CWOC recognizes the involvement of the Port of Seattle on the waterfront and would like to add an additional position for the Port of Seattle to participate on the committee; NOW, THEREFORE,

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

Section 1. Section 5 of Ordinance 125761 is amended as follows:

Section 5. There is established the Central Waterfront Oversight Committee (Oversight Committee). This Committee shall advise and provide feedback to the City and Operating Partner on the operations and maintenance and safety and security of the Waterfront Park and Public Spaces that shall include maintenance, public safety, outreach, communications, partnerships, and programming and

activation. The Committee shall help ensure there is clear planning, coordination, and delivery of high-quality, public space management services, broad, inclusive programming and activation and a safe and inviting environment for pedestrians and visitors. The Committee shall also review and provide input on the Management Agreement that shall be developed between the City and Operating Partner. The Central Waterfront Steering Committee established by Resolution 31543 is dissolved, and this ordinance supersedes Resolution 31543. The Oversight Committee shall exist and fulfill its duties hereunder for a period of not less than 20 years.

A. The Committee shall consist of ~~((19))~~ 20 appointed members, appointed to position numbers 1 through ~~((19))~~ 20, and ~~((four))~~ six ex officio members: the Directors of SDOT and OWCP, the DPR Superintendent, ~~((and))~~ the Seattle Police Department Chief of Police, the Seattle Center Director, and the President of Friends of Waterfront Seattle, or their successors. Ex officio members may be represented at meetings by designees. Composition and appointment of the members shall be as follows:

<i>Representation</i>	<i>Position Number</i>	<i>Appointment</i>
Community At-Large Members	1-6	1, 3, and 5 by the Mayor; 2, 4, and 6 by City Council
<i>Those Within the LID Assessment Area</i>		
Residential Tenant	7	Mayor
Commercial Tenant	8	City Council
Owner of a Hotel Property	9	Mayor
Owner of a Condominium Property	10	City Council
Owner of a Residential Apartment Property	11	Mayor
Owner of an Office Property	12	City Council
Owner of a property on or within one block of Pike Street or Pine Street	13	Mayor
Owner of a Commercial / Retail Property	14	City Council
<i>Non-Profit With Expertise in Public Area Operations and Maintenance</i>		
Pike Place Market Public Development Authority	15	Executive Director (or designee)
Downtown Seattle Association / Metropolitan Improvement District	16	Chief Executive Officer (or designee)

Seattle Historic Waterfront Association	17	Executive Director (or designee)
Alliance for Pioneer Square	18	Executive Director (or designee)
Seattle Aquarium Society	19	Chief Executive Officer (or designee)
<i>Governmental Entities</i>		
<u>Port of Seattle</u>	<u>20</u>	Executive Director (or designee)

Positions 1-6 shall reside outside of the final local improvement district (LID) boundaries, as currently represented by the preliminary Central Waterfront LID Special Benefit Study and included in Attachment F to this ordinance and shall include individuals with expertise and perspectives from the labor, environmental and broader Seattle community as represented by Council Districts. Positions 7-14 shall be located within the final LID boundaries.

B. Initial terms shall be (~~three~~) four years for Positions 4-10 and two years for all others; thereafter all subsequent terms for those positions shall be two years. The terms for Positions 15-~~(19)~~ 20 shall be permanent. Terms shall start by December 31, 2019. Any vacancy in an unexpired or permanent term shall be filled in the same manner as the original appointment. A member whose term is ending may continue serving on an interim basis as a member with voting rights until such time as a successor for that position has been appointed by the Mayor or City Council.

\* \* \*

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 \_\_\_\_\_, 2023, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_

President \_\_\_\_\_ of the City Council

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Bruce A. Harrell, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Scheereen Dedman, City Clerk

(Seal)

**SUMMARY and FISCAL NOTE\***

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Seattle Center	Tiffani Melake	Sarah Burtner

*\* 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 amending Section 5 of Ordinance 125761 to establish new appointment terms for the Central Waterfront Oversight Committee and create additional positions on the Committee to expand representation.

**Summary and Background of the Legislation:** The Central Waterfront Oversight Committee was created in December 2019, with 19 Mayoral/Council appointed positions, permanent positions for key stakeholders, and Department Executives as ex-officio members.

The committee met once in 2020, due to the COVID-19 pandemic, and the Office of the Waterfront and Civic Projects requested from council and mayoral liaisons, term extensions for committee members to each serve an additional year on their terms This legislation will re-align reappointments and vacancies terms for the Central Waterfront Oversight Committee members due to the delay in committee work in 2020.

In 2023, Seattle Parks and Recreation delegated authority to Seattle Center for certain Waterfront Park Operations. Seattle Parks and Recreation and Seattle Center entered a 6-year Operations and Management Agreement with Friends of Waterfront Seattle for Waterfront Park.

This legislation also creates 3 new committee positions, 1) for Friends of Waterfront Seattle, as the non-profit partner for park operations (ex-officio), 2) for the Seattle Center Department, as the lead Park Operations Department(ex-officio), and 3) the Port of Seattle, as a key Waterfront stakeholder (permanent).

**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.

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

As the operators of Waterfront Park, Seattle Center and Friends of Waterfront Seattle are key to the success of the park and need to work in partnership with the Central Waterfront Oversight Committee regarding successful implementation of the Waterfront Park Performance Standards. The Port of Seattle provides expertise in operations and maintenance for the area. Not including these organizations in the oversight committee would be detrimental to the success of Waterfront Park.

**4. OTHER IMPLICATIONS**

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

This legislation affects Seattle Center’s ability to be the lead City Department for Waterfront Park Operations, instead of Seattle Parks and Recreation. Seattle Parks and Recreation will continue to hold an ex-officio position on the Central Waterfront Oversight Committee and coordinate with Seattle Center, as outlined in the interdepartmental MOA for Waterfront Park Operations.

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

No.

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

No.

**d. Does this legislation affect a piece of property?**

No.

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

This legislation will ensure that both entities delivering Waterfront Park Operations are represented on the Central Waterfront Oversight Committee. The Waterfront Performance Standard, developed in partnership between the Central Waterfront Oversight Committee, the City, and Friends is essential to providing a “Waterfront for All”, which is a key guiding principle of the Waterfront redevelopment.

**f. Climate Change Implications**

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

No.

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

No.

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

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





# **CENTRAL WATERFRONT OVERSIGHT COMMITTEE**

PUBLIC ASSETS & HOMELESSNESS COMMITTEE  
December 6, 2023

# LEGISLATIVE HISTORY FOR PARK OPERATIONS

Ordinance/Resolution	Date	Description
Ordinance 123142	November 2009	Establishes Central Waterfront Partnerships Committee to advise City; large scale community engagement on design begins
Resolution 31264	January 2011	Endorses Central Waterfront Guiding Principles; creates Central Waterfront Committee
Resolution 31399	August 2012	Resolution 31399 endorses Waterfront Concept Design and Strategic Plan, establishing funding plan, including LID and philanthropy
		Friends of Waterfront Seattle incorporated as non-profit organization
Resolution 31768	September 2017	<b>Stated intent to enter into an agreement with Friends for the long-term provision of high-quality operations and management services commensurate with Central Waterfront Improvement Program</b>

# LEGISLATIVE HISTORY FOR PARK OPERATIONS

Ordinance/Resolution	Date	Description
Ordinance 125760	January 2019	Establishes the \$160M Local Improvement District (LID)
Ordinance 125761		<b>Approves the O&amp;M Ordinance, created the Central Waterfront Oversight Committee; authorizes two-year pilot agreement for Pier 62; established framework for long term management agreement with Friends of Waterfront Seattle</b>
Ordinance 125762		Contractual agreement with property owners to waive the LID protest in exchange for the <b>City committing to a set standard of maintenance, programming and public safety</b> ; designating park boulevards
Ordinance 126444	September 2021	Portions of the waterfront are designated as Waterfront Park Boulevards
Ordinance 126754	January 2023	<b>Delegates authority to Seattle Center for Operations and Management of Waterfront Park</b>

# WATERFRONT OPERATIONS



# EMERGENCY SERVICES UNIT



# OVERSIGHT COMMITTEE ROLE

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- Mayor/Council appointed. 19 members, including:
  - At-Large (6)
  - LID Tenant/Owner (8)
  - Non-Profit (5)
- Advises on central waterfront operations, maintenance, safety, cultural and recreational programming
- Identifies “Performance Standard” in coordination with Friends and City
- Provides annual report to Mayor and Council

# OVERSIGHT COMMITTEE HISTORY

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- Committee work started Jan 2020
- COVID-19 impacts to committee work
- 2021 Request to extend appointments by 1 year

# LEGISLATION OVERVIEW

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- Extends original terms to an initial 4 years
- Changes terms following initial term to 2 years
- Creates new permanent position
  - Port of Seattle
- Creates new Ex-Officio positions
  - Seattle Center
  - Friends of Waterfront Seattle



# EX-OFFICIO POSITIONS

2019 ORD 125761	2023 Proposed ORD 120712
SDOT Director	SDOT Director
OWCP Director	OWCP Director
SPR Superintendent	SPR Superintendent
SPD Chief of Police	SPD Chief of Police
	CEN Director
	Friends of Waterfront CEO

# NEW POSITIONS

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POS #	Position Title	Name	Term Begin Date
20 (Permanent)	Port of Seattle	Geri Poor	1/1/2024
Ex-Officio	Friends of Waterfront Seattle	Joy Shigaki	1/1/2024
Ex-Officio	Seattle Center	Marshall Foster	1/1/2024



**QUESTIONS?**



Legislation Text

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**File #:** Inf 2360, **Version:** 1

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Seattle Center 2022-2023 RSJI report



# Seattle Center Race and Social Justice

## 2022-23 Accomplishments and Looking Ahead

# Agenda

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1. Seattle Center and Racial Equity Today
2. Programs:
  - Seattle King County Clinic
  - Bumbershoot Festival
  - Serving Underrepresented Communities
  - Seattle Center Festál
3. Hiring & Workforce Development
4. Campus Improvements
5. Departmentwide Services and Partnerships
6. Looking Ahead: Centering Racial Equity

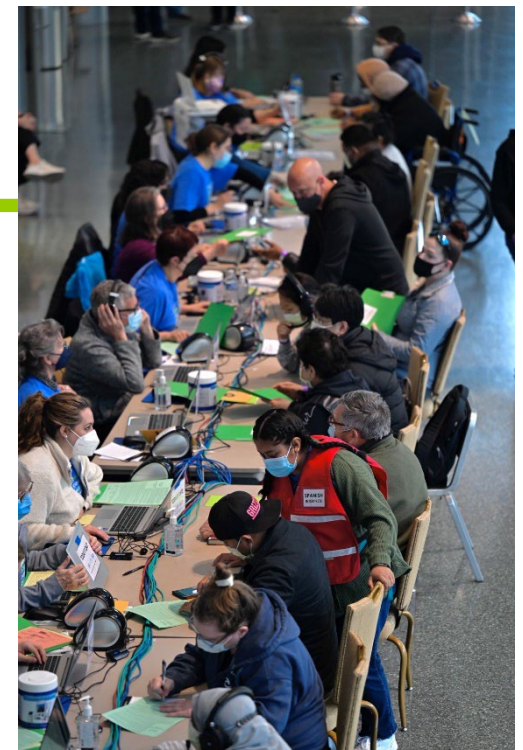
# Seattle Center and Racial Equity Today

- Integrating racial equity into Seattle Center's core work
- Building up Seattle Center's Race and Social Justice organization
- Gaining experience and learning as we go



# Programs: Seattle Center King County Clinic

- April 27 - 30, 2023
- First full clinic (dental, medical, vision) in 3 years
- 3,050+ patients over 4 days
  - 45 languages spoken
  - 200 unique zip codes (approx.)
- \$2.5M direct services (approx.)
- 80+ partner organizations
- 4,200+ volunteers over 7 days
- 5 Seattle Center facilities





# Programs: Bumbershoot Festival

- A revitalized Bumbershoot returned in time to celebrate its the 50th anniversary
  - Inclusive attendance and community engagement
  - Creation of Workforce Development Program
  - Economic success for local businesses
- To foster an inclusive, energized, and sustainable Pacific Northwest arts economy through youth education, festival, artistic spectacle, and community driven programming.

**BUMBERSHOOT**



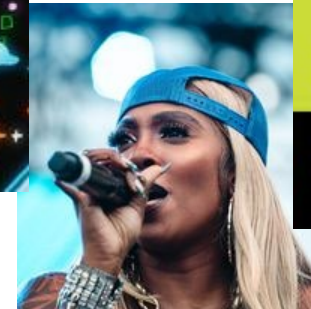
# Programs: Serving Underrepresented Communities

- Naturalization Ceremony



- Developing new strategies that increase access to opportunities

- Blastfest
- Daybreak Star Radio
- Artists At The Center



# Programs: Seattle Center Festál

Unique series of 24 free cultural festivals produced in partnership with communities.

- Increasing belonging and building a people-centered, relational culture
- Increasing resources to address equity-related services gaps for community partners experiencing the greatest disparities accessing systemic resources
- Developing anti-racist policies and actions that improve fairness and increase opportunity/inclusion at a time of diminished budgets



**FESTÁL** 25 YEARS

# Hiring and Workforce Development

- Improving inclusive, diverse recruitment outreach
- Emphasizing City's Talent, Experience, and Alignment (TEA) model
- Training hiring managers and decision makers to improve equitable hiring
- Supporting employee development and upward mobility



# Campus Improvements

- Upgrading ADA access, and focusing on Universal design
- Major ADA upgrade to Monorail platforms
- Partnering with resident organizations and City's Title II Manager to identify physical barriers, set priorities, and track progress



# Departmentwide Services & Partnerships

- Providing shelter services during extreme weather in the Fisher Pavilion, Exhibition Hall, and Armory
- Providing language assistance to immigrants, foreign visitors, residents with limited English skills, and people who are hard of hearing
- Incorporating Seattle Center RSJ Team recommendations into department's 2024-2025 budget proposals
- Meeting Seattle Center's goal of 95% prompt payment to WMBE vendors
- Collaborating with campus Racial Equity Partners



# Looking Ahead: Centering Racial Equity

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- Building up Seattle Center's Race and Social Justice change team, deepening partnership around budgeting process, developing opportunities to drive impact
- Racial equity will guide Seattle Center's new Seattle Center Strategic Plan (2025-2035)
- Partnering with Seattle Public School and One Roof Partnership for a robust and inclusive new Memorial Stadium





Legislation Text

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**File #:** Inf 2361, **Version:** 1

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Seattle Public Library 2022-2023 RSJI Report



# The Seattle Public Library 2022-2023 RSJI Report

September 20, 2023

**Presenting:**

Tom Fay, Executive Director and Chief Librarian

Laura Gentry, Head of Communications



# The Seattle Public Library is on Indigenous land.

These are the traditional unceded territories of the Coast Salish people, specifically the Duwamish people.

ti dʒidʒəlalič sʃalali ʔal tə ʔaciłtalbixʷ swatixʷtəd.  
tił ʔaciłtalbixʷ swatixʷtəd xʷi? ləʔabšid ʔə tə dʒixʷ  
ʔaciłtalbixʷ, ʔə tił dxʷdəwəbš

# 2022-2023 RSJI Work

- Library Statement & Equity Work at the Library
- Collection Diversity Audit
- Begin with Books
- Digital Equity Strategy Report

[www.spl.org/equity](http://www.spl.org/equity)

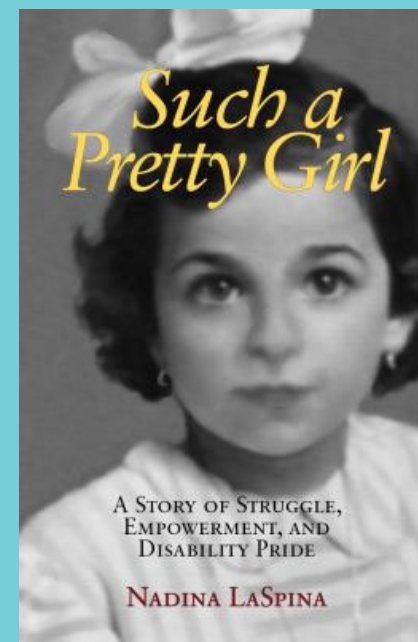
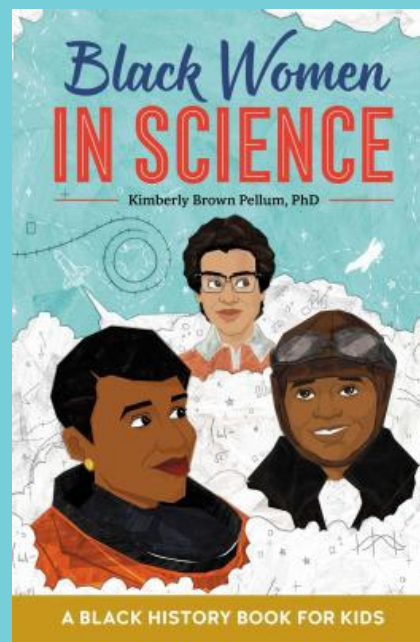
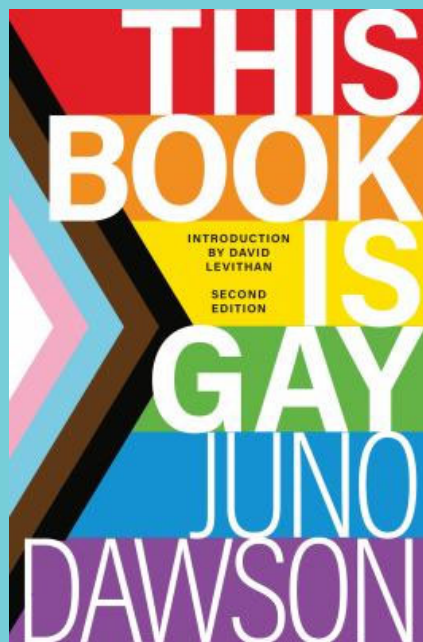
# Equity Work at the Library

Learn more at  
[www.spl.org/equity](http://www.spl.org/equity)



# Collection Diversity Audit

SPL's collection diversity  
ranks in top 10% of  
North American libraries



# Begin with Books

Re-evaluating and  
rebuilding a long-time  
early learning program



# 2023 Digital Equity Strategy Report

Addressing questions of  
opportunity, community  
relationship, and the role of the  
Library in increasing Digital Inclusion



# 2023-2024 RSJI Work at the Library

- Strategic planning
- New framework: Early learning / Youth and Family Services
- New Library app
- Revised Rules of Conduct
- Staff-facilitated caucus discussions



# Questions?



Legislation Text

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**File #:** Inf 2362, **Version:** 1

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Seattle Parks and Recreation 2022-2023 RSJI Report

# Seattle Parks and Recreation 2022-2023 Race and Social Justice Initiative Report

City Council Public Assets and Homelessness Committee

December 6, 2023 Seattle Parks and Recreation



City of Seattle **99**

# Seattle Parks & Recreation's RSJI Commitment



## Race and Social Justice Initiative (RSJI)

City of Seattle's long-term commitment to end institutional and structural racism and achieve racial equity in Seattle

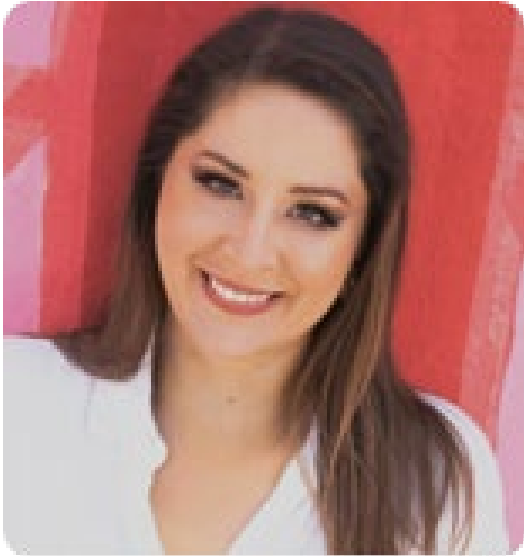
## SPR Equity & Inclusion Vision Statement

Seattle Parks & Recreation commits to advancing equity and social justice in our department and in every neighborhood by growing a dynamic and diverse workforce, developing strong investments, growth opportunities and beneficial partner strategies as we acknowledge and pledge to close disparities created by historical practices which often hindered workforce development, environmental justice, access to quality open spaces, programs and facilities. #OneSeattle

# Systems Equity

- Equity Analysis Tools: worksheet rubric
- Equitable performance measurement and budgeting process
- Field Equity Study
- Fee waivers for BIPOC users
- Equity & recruitment plan
- Language Access Plan - Translation in hiring process, vital documents & public-facing announcements and applications





# Foundations of Change

## Six-Part Speaker Series

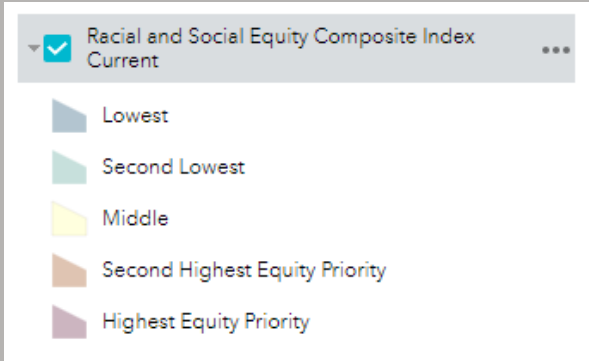
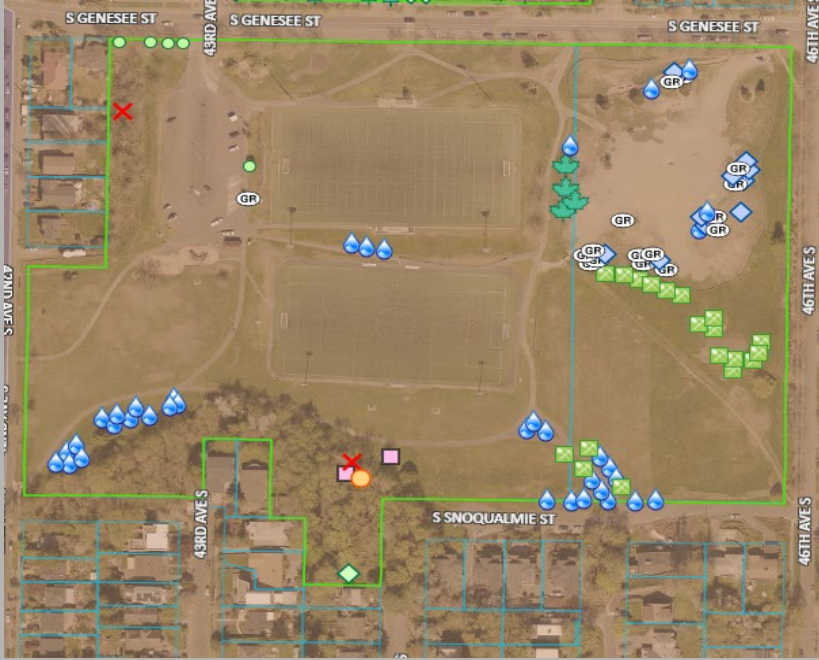
- A Wholistic and Radical Understanding of Trauma
- Trauma: A Somatic Lens
- Inheritance: I am a Traumatized Being in Relationship with Other Traumatized Beings
- Sustained Healing: I am More than my Trauma
- Cultivating a Life-Affirming and Sustainable Practice: Joy is my Birthright
- Celebration and Play: Celebrating our Resilience



# SPR RSJI Change Team Accomplishments

- Selected new Co-Leads and Executive Sponsors
- Selected 8 new Change Team members
- Participated in Pride Parade
- Hosted 3-day Undoing Institutional Racism Training by the People's Institute of Survival and Beyond





# Parks & Environment: Fostering Programs Toward Equity

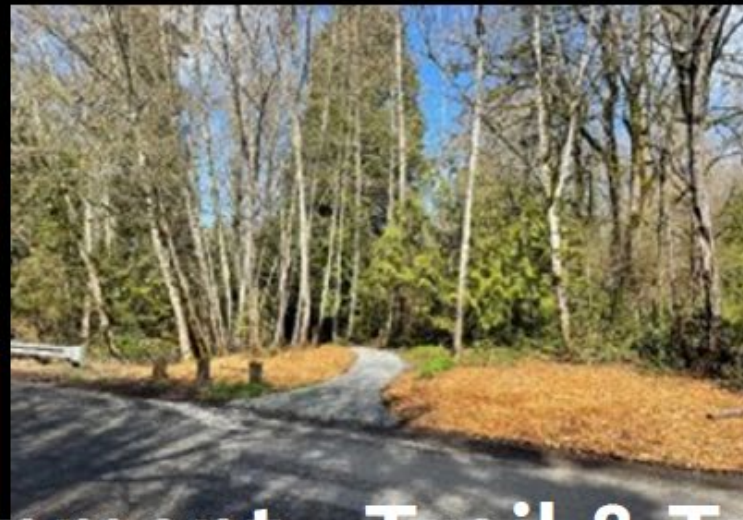
- Equitable Tree Canopy
- Amy Yee Tennis Center Community Farm



Longfellow Creek @ Brandon St



Roxhill Ballfield



# Parks & Environment - Trail & Trailhead Improvements



Pigeon Point @ Pathfinder School



# Initiative to Elevate

# Equity Workshops



**Park  
Community  
Fund**

Seattle Parks & Recreation



# Recreation Programming Spotlight - SWIM SEATTLE



- 350 free lessons since Spring 2023
- 1,472 scholarships used
- Early access registration

# Racial Equity Toolkits "RET" in RECreation!



JANUARY 2023

## MARKETING IN RECREATION

A RACIAL EQUITY  
ANALYSIS

PREPARED BY  
Michelle Wong





**Seattle**  
Parks & Recreation

**SEATTLE CITYWIDE**  
RECREATION PROGRAMS

**SPRING 2023 PROGRAMS**

**COMMUNITY CENTERS:**



**NORTHEAST**  
LAKE CITY  
LAURELHURST  
MAGNUSON  
MEADOWBROOK  
MILLER  
MONTLAKE  
RAVENNA-ECKSTEIN

**NORTHWEST**  
BALLARD  
BITTER LAKE  
GREEN LAKE  
LOYAL HEIGHTS  
MAGNOLIA  
NORTHGATE  
QUEEN ANNE

**SOUTHEAST**  
GARFIELD  
INT'L DISTRICT/CHINATOWN  
JEFFERSON  
RAINIER BEACH  
VAN ASSELT

**SOUTHWEST**  
DELRIDGE  
HIAWATHA  
HIGH POINT  
SOUTH PARK  
YESLER

**ENVIRONMENTAL EDUCATION  
VIRTUAL PROGRAMS**

**REGISTER**  
MARCH 7

**REGISTER ONLINE:**  
[https://bit.ly/spr\\_activity\\_reg](https://bit.ly/spr_activity_reg)



My  
1.7  
Questions



Legislation Text

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**File #:** CB 120719, **Version:** 1

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**CITY OF SEATTLE**

**ORDINANCE \_\_\_\_\_**

**COUNCIL BILL \_\_\_\_\_**

AN ORDINANCE relating to Seattle Parks and Recreation; authorizing the Superintendent of Parks and Recreation to grant and convey utility easements under portions of Magnolia Park, Magnolia Boulevard, Ursula Judkins Viewpoint Park, and Smith Cove Park to the King County Wastewater Treatment Division for the purposes of operating a Combined Sewer Overflow pipeline, and to accept payment therefor; and finding that the grant of a permanent subsurface easement meets the requirements of Ordinance 118477, adopting Initiative 42.

WHEREAS, Ordinance 124231 authorized the purchase of the West Smith Cove Yard from the Port of Seattle and the conveyance of easement rights for the operation of King County's Combined Sewer Overflow Project; and

WHEREAS, the City and King County Wastewater Treatment Division have agreed on the terms and conditions within the King County Magnolia Pipeline Easement Agreement and fair market value of the utility easement area, which accommodates a sewer line from the Smith Cove Combined Sewer Operation facility, which crosses multiple park and park boulevard properties, to King County's regional wastewater treatment facility at Discovery Park; and

WHEREAS, the City Council has held a public hearing in accordance with the requirements of Section 3 of Ordinance 118477, adopting Initiative 42; NOW, THEREFORE,

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

Section 1. The City Council finds that the conveyance of permanent utility easements, under portions of Magnolia Park, Magnolia Boulevard, Ursula Judkins Viewpoint Park, and Smith Cove Park, to the King County Wastewater Treatment Division is necessary for the purposes of operating a Combined Sewer Overflow

(CSO) pipeline that was installed in 2017. This was part of a multi-governmental agency agreement and Consent Decree to reduce combined sewer overflow events. The final agreement facilitated the purchase of Smith Cove Waterfront Park.

Section 2. The deep tunnel pipeline is public utility infrastructure that conveys wastewater for treatment and discharge. There is no reasonable and practical alternative to the pipeline’s subterranean route across portions of park property. The easement is subsurface and is compatible with, and does not interfere with, public park usage and enjoyment, thereby meeting the requirements of Ordinance 118477.

Section 3. The Superintendent of Parks and Recreation, or the Superintendent’s designee, is authorized on behalf of The City of Seattle to enter into utility easement agreements with the King County Wastewater Treatment Division, substantially in the form of Attachments 1 and 2 to this ordinance and incorporated by reference as “Utility Easement Agreements,” concerning the real property described in each of the Utility Easement Agreements.

Section 4. Consideration for the Utility Easement Agreements paid by King County Wastewater Treatment Division, as provided by an independent appraisal dated November 17, 2021, is \$329,858 and shall be deposited into the Parks and Recreation Fund (10200). King County and Seattle Parks and Recreation have reviewed the existing appraisal and agreed upon fair market value based upon the results.

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 \_\_\_\_\_, 2023, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_



President \_\_\_\_\_ of the City Council

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Bruce A. Harrell, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Scheereen Dedman, City Clerk

(Seal)

**Attachments:**

Attachment 1 - King County Magnolia Pipeline Utility Easement Agreement for Smith Cove Park

Attachment 2 - King County Magnolia Pipeline Utility Easement Agreement for Magnolia Park, Ursula Judkins  
Viewpoint and Magnolia Boulevard

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:  
KING COUNTY  
WASTEWATER TREATMENT DIVISION  
201 SOUTH JACKSON STREET, SUITE 505  
SEATTLE, WA 98104-3855

---

**UTILITY EASEMENT AGREEMENT**  
South Magnolia CSO at Smith Cove Park (5,780 sf)

**Grantor(s):** City of Seattle, a municipal corporation

**Grantee:** King County, political subdivision of the State of Washington

**Abbreviated Legal Description:** SE 1/4 and SW 1/4, Sec 23, T25N, R3E, WM and NE 1/4 and NW 1/4, Sec 26, T25N, R3E, WM.

**Assessor's Tax Parcel No.(s):** 232503-9015, 766620-1145

**1. Grant of Utility Easement.** THE CITY OF SEATTLE, a Washington municipal corporation (“Grantor” or “CITY”), for and in consideration of TEN DOLLARS (\$10.00) and other valuable consideration in hand paid, hereby grants and conveys to KING COUNTY (“Grantee” or “COUNTY”), a political subdivision of the State of Washington, through its Wastewater Treatment Division, for the purposes described below, a permanent subsurface easement (the “Utility Easement”) under the surface of and through a portion of Grantor’s property legally described in **Exhibit A** as “Tract X”. The South Magnolia CSO tunnel alignment under the subsurface of and through a portion of the Grantor’s property is described in **Exhibit B** (pages 1 and 2). The subsurface portion of Grantor’s Property that is subject to the Utility Easement (the “Utility Easement Area”) is legally described in **Exhibit “A, parcel 4”**, and illustrated in **Exhibit “D”**, attached hereto and incorporated herein by this reference.

The Utility Easement Area contains an area of 5,780 square feet, more or less.

**2. Purpose of Utility Easement.** This Utility Easement is granted for the purposes of installation, construction, ownership, use, operation, maintenance, repair, replacement and improvement of a subterranean pipeline, connections, manholes, valves, metering equipment, electric and communication cables, cathodic devices, monitoring equipment and any other necessary and convenient appurtenances in and through the Grantor’s Property for the South Magnolia CSO Project (collectively the “Pipeline Easement Improvements”). All Pipeline Easement Improvements of any kind that are acquired, constructed or installed within the Utility Easement Area shall be and shall at all times remain the property of the COUNTY.

**3. Grantor’s Use of Utility Easement Area.** The CITY shall have the continuing right to use the Utility Easement Area with the following limitations: (a) The CITY shall not grant easement rights to third parties in the Utility Easement Area without the prior written consent of the COUNTY, which shall not be unreasonably withheld; and (b) The City shall not construct any temporary or permanent structure above or within the Utility Easement Area without the County’s prior written approval, which approval shall not be unreasonably withheld. The City may continue to use the property in any way and for any purpose not inconsistent with the rights granted to Grantee for its stated purpose.

**4. Grantee’s Use of Utility Easement Area.** Grantee may use the Utility Easement Area for the purposes and in the manner described herein. The COUNTY shall keep the Pipeline Easement and improvements, in safe condition and good repair at all times at the COUNTY’s sole cost. The Grantee shall obtain a Seattle Parks and Recreation Revocable Use Permit for repair and maintenance within the easement area before undertaking any such work in the Utility Easement Area involving digging, trenching, or removal of CITY property (including paving), or pruning or removal of

vegetation. Said written notification to the CITY, in the form of a Revocable Use Permit application will be submitted before any such work in the Utility Easement Area and shall include sufficient details about the proposed work to allow the CITY to approve of said work prior to commencement of said work. If the emergency is required to be reported to the Washington State Department of Ecology, then the emergency should be immediately addressed with follow up to the Grantor within a reasonable amount of time.

All activities of the COUNTY in the Utility Easement Area shall be completed by COUNTY employees or by qualified, licensed and bonded contractor(s), at the sole expense of the COUNTY and, upon completion of such activity, the COUNTY shall immediately, at its sole expense, remove all equipment, materials, and debris and restore all disturbed topography, vegetation, landscape features and property, to their condition immediately prior to the initiation of such activity, unless otherwise mutually agreed in writing.

If Grantee ceases to use the Utility Easement Area after the completion of the construction of the Pipeline Easement Improvements, then Grantee shall decommission the tunnel(s) at its sole cost and expense and will design appropriate method to decommission and stabilize the tunnel(s) within the Utility Easement Area. Said design plans shall be submitted to the City with opportunity to review and approve.

**5. Grantee is responsible for Hazardous Substances as follows:**

**5A.** Grantee’s operations or activities on or occupancy of the Easement Area, including without limitation any use or occupancy of the Easement Area by any employee, agent, representative, consultant, contractor or licensee of Grantee, shall comply with all Environmental Laws (as defined in section 5.B), including those governing, or in any way relating to, any Hazardous Substance (as defined in section 5.C). If the City’s property becomes contaminated because of actions hereunder by Grantee or Grantee’s employees, agents, consultants, contractors, representatives or licensees, Grantee shall clean up and remediate such contamination as necessary to bring the property in compliance with Environmental Laws. If Grantee does not so act in a prudent and prompt manner, the City reserves the right, but not the obligation, to act in place of Grantee and to take such action as the City deems necessary to ensure compliance or to mitigate the violation. All reasonable costs and expenses incurred by the City in connection with any such actions shall become immediately due and payable by Grantee upon the City’s presentation of an invoice therefore.

**5B.** For the purposes of this Utility Easement, the term “Environmental Law(s)” means 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.

**5C.** For purposes of this Utility Easement, the term “Hazardous Substance(s)” means any and all dangerous, hazardous or toxic substances, materials, wastes, pollutants or contaminants regulated under or subject to any Environmental Laws, including but not limited to those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. §172.101) or by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. pt. 302 and amendments thereto) or in the Washington Hazardous Waste Management Act (Ch. 70.105D RCW) or the Washington Model Toxics Control Act (Chs. 70.105D RCW 82.21 RCW), petroleum products and their derivatives, and such other substances, materials and wastes as become regulated or subject to cleanup authority under any Environmental Law.

**5D.** Grantee shall release, indemnify, defend and hold harmless the City and its officials, employees, agents, licensees, contractors, consultants and representatives (collectively, the “Indemnitees”) from and against all claims, actions, regulatory demands, judgments, liens, damages,

harm, penalties, fines, costs, expenses, liabilities or losses (including, without limitation, clean up or remedial costs, injuries to third persons, sums paid in settlement of claims, reasonable attorneys' fees, consultant fees, and expert fees) which are imposed on, paid by, or asserted against the Indemnitees in connection with any violation of Environmental Law by Grantee or Grantee's assigns, agents, licensees, invitees, contractors, consultants, representatives or employees. Grantee agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, Grantee hereby waives with respect to the Indemnitees, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of the laws of the State of Washington. Grantee acknowledges that this Section 5.D was specifically entered into after mutual negotiation. This indemnification provision shall survive the expiration or earlier termination of this Utility Easement.

Notwithstanding anything in this Utility Easement Agreement to the contrary, Grantee shall not be responsible to release, indemnify, defend or hold harmless the City or the Indemnitees for existing Hazardous Substances on Grantor's Property except and only to the extent that Grantee or Grantee's assigns, agents, licensees, invitees, contractors, consultants, representatives or employees cause such Hazardous Substances to be released from or onto the Grantor's Property.

**6. Applicable Law and Indemnification.** The COUNTY shall at all times exercise its rights under this Utility Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. The COUNTY agrees to defend, save and hold harmless the CITY and its officers, officials, employees, agents, successors and assigns, from all claims, actions, costs, damages or expense of any nature whatsoever (including reasonable attorneys' fees and costs) for injuries, sickness or death of persons, or any damage to property, caused by the acts or omissions of the COUNTY, its assigns, agents, contractors or employees, in its use of or occupancy of the Utility Easement Area. This obligation does not include such claims, actions, costs, damages or expenses which may be caused by the sole negligence of the CITY, its successors or assigns, and provided further that if the claims, actions, costs, damages or expenses are caused by or result from the concurrent negligence of (a) the CITY, its successors or assigns and/or their agents or employees and (b) the COUNTY, its agents or employees, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the COUNTY, its agents or employees. Solely to give full force and effect to the COUNTY's indemnity obligation contained herein and not for the benefit of any person, the COUNTY specifically and expressly waives any immunity it may have under the Washington State Industrial Insurance Act, Title 51 RCW, or any other industrial insurance, workers' compensation or similar laws and acknowledges that this waiver was mutually negotiated by the parties. This provision shall not be interpreted or construed as a waiver of the COUNTY's right to assert such immunity, defense or protection directly against any of its own employees.

**7. Binding Effect.** The Utility Easement is appurtenant to and shall run with land and shall be binding upon the Grantor's Property and Grantor, and their respective heirs, successors and assigns.

The COUNTY shall have the right to assign its rights under this Utility Easement, in whole or in part, only to a governmental agency that is a functional successor and only upon such successor's express assumption of obligations and liabilities under this Utility Easement.

**8. Notices.** Any notices required or permitted under this Utility Easement Agreement shall be given in writing and either personally delivered or sent by U.S. Mail, postage prepaid, to the addresses as indicated below:

To Grantee: King County- Wastewater Treatment Division  
Managing Supervisor, Regulatory Compliance and Land Acquisitions  
Mailstop: KSC-NR-0505  
201 South Jackson Street  
Seattle, WA 98104-3855

To Grantor: City of Seattle  
Seattle Parks and Recreation  
Elliott Bay Office Park  
300 Elliott Avenue West, Suite 100

Seattle, WA 98119  
Attn: Property Management

**9. Exhibits Incorporated.** All exhibits attached hereto, as listed below, are expressly incorporated into and form a part of this Agreement.

- Exhibit A. Legal Description of Grantor’s property (Tract X),
- Exhibit B. Legal Description of Permanent Subterranean Sewer Easement
- Exhibit C. Pipeline Illustration
- Exhibit D. Smith Cove Park Utility Easement Illustration
- Exhibit E. Subsurface Easement Elevation Profile

Dated as of the date fully executed by Grantor and Grantee.

**GRANTOR:**  
CITY OF SEATTLE

BY: \_\_\_\_\_ Date \_\_\_\_\_  
ITS: Superintendent of Parks and Recreation

**GRANTEE:**  
KING COUNTY

BY: \_\_\_\_\_ Date \_\_\_\_\_  
ITS: \_\_\_\_\_

STATE OF WASHINGTON            }  
  } SS.  
COUNTY OF KING                }

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she is authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of Seattle Parks and Recreation 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.

Dated: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Notary Public in and for the State of Washington  
Notary (print name): \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON        }  
  }  SS.  
COUNTY OF KING            }

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he is/she is authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of the KING COUNTY, a political subdivision of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Notary Public in and for the State of Washington

Notary (print name): \_\_\_\_\_

Residing at: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

**Exhibit A - Legal Description of Grantor's property (Tract X)**

**TRACT X:**

**PARCEL 1:**

PARCEL "E" SHOWN ON THAT SURVEY RECORDED UNDER RECORDING NUMBER 20040220900002, RECORDS OF SAID COUNTY, SITUATE WITHIN THE SOUTHWEST QUARTER OF SECTION 23 AND THE NORTHWEST QUARTER OF SECTION 26, ALL IN TOWNSHIP 25 NORTH, RANGE 3 EAST, WM., CITY OF SEATTLE, KING COUNTY, WASHINGTON.

SAID DESCRIBED PARCELS 1 AND 2 ARE COLLECTIVELY KNOWN AS A PORTION OF MAGNOLIA PARK AND IS ADMINISTERED BY THE CITY OF SEATTLE PARKS AND RECREATION DEPARTMENT AND BEING A PORTION OF KING COUNTY ASSESSOR'S PARCEL NUMBER 202120-0005.

SAID DESCRIBED PARCEL 4 BEING KNOWN AS A PORTION OF URSULA JUDKINS VIEWPOINT, AND ADMINISTERED BY THE CITY OF SEATTLE PARKS AND RECREATION DEPARTMENT AND BEING A PORTION OF KING COUNTY ASSESSOR'S PARCEL NUMBER 262503-9001.

**PARCEL 2:**

THOSE PORTIONS OF THE SOUTHWEST QUARTER OF SECTION 23, AND THE NORTHWEST QUARTER OF SECTION 26, BOTH IN TOWNSHIP 25 NORTH, RANGE 3 EAST, WM., IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON; AND BEING A PORTION OF WEST GALER STREET, FROM THE EAST MARGIN OF 26<sup>TH</sup> AVENUE WEST (FROM THE SOUTH) TO THE WEST MARGIN OF 30<sup>TH</sup> AVENUE WEST, AS DESCRIBED IN SECTION 2 OF CITY OF SEATTLE ORDINANCE NUMBER 24332; AND ALSO LYING NORTHERLY OF THE SOUTHERLY MARGIN OF WEST GARFIELD STREET (PRODUCED SOUTHWESTERLY) AS DESCRIBED IN CITY OF SEATTLE ORDINANCE NUMBER 53518 AND SHOWN ON THAT SURVEY RECORDED UNDER RECORDING NUMBER 20040220900002, RECORDS OF SAID COUNTY.

BEING KNOWN AS A PORTION OF MAGNOLIA BOULEVARD (FOR PARK, DRIVE AND BOULEVARD PURPOSES, PER CITY OF SEATTLE ORDINANCE NUMBER 24332), AND IS ADMINISTERED BY THE CITY OF SEATTLE PARKS AND RECREATION DEPARTMENT.

**PARCEL 3:**

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 3 EAST, WM., IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

ALL OF BLOCKS 1, 8, 9, 16, 17 AND 18 IN THE PLAT OF DEWEY'S ADDITION TO THE CITY OF SEATTLE, RECORDED IN VOLUME 2 OF PLATS AT PAGE 65, UNDER AUDITOR'S FILE NUMBER 1887021912529, RECORDS OF KING COUNTY, PER SECTION 1 OF CITY OF SEATTLE ORDINANCE NUMBER 24332.

TOGETHER WITH THE SOUTH 12 FEET OF LOT 7, BLOCK 19, IN SAID DEWEY'S ADDITION TO THE CITY OF SEATTLE, PER SECTION 1 OF CITY OF SEATTLE ORDINANCE NUMBER 24332.

TOGETHER WITH THAT PORTION OF LOTS 1 AND 8 THROUGH 12 INCLUSIVE, BLOCK 19, IN SAID DEWEY'S ADDITION TO THE CITY OF SEATTLE, LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, THENCE SOUTHEASTERLY TO A POINT ON THE EAST LINE OF SAID LOT 8, SAID POINT BEING DISTANT 12 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID LOT, PER SECTION 1 OF CITY OF SEATTLE ORDINANCE NUMBER 24332.

TOGETHER WITH VACATED WEST BLAINE STREET, WEST HAYES STREET, WEST GARFIELD STREET, WEST EATON STREET, AND 31<sup>ST</sup> AVENUE WEST, PER CITY OF SEATTLE ORDINANCE NUMBER 61129.

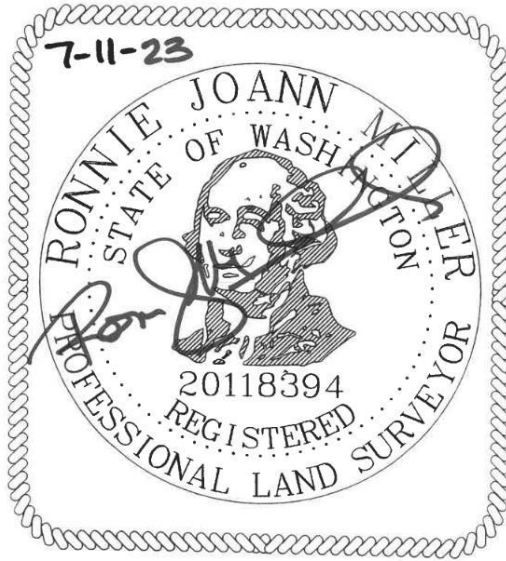
TOGETHER WITH A PORTION OF VACATED 30<sup>TH</sup> AVENUE WEST, PER CITY OF SEATTLE ORDINANCE NUMBER 41769, AS WOULD PASS BY OPERATION OF LAW.

**PARCEL 4:**

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 25 NORTH, RANGE 3 EAST, WM., IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: LOTS 4

THROUGH 16 INCLUSIVE, BLOCK 4, MAGNOLIA VIEW ADDITION DIVISION NO. 2 TO SEATTLE, RECORDED IN VOLUME 31 OF PLATS AT PAGE 41, UNDER AUDITOR’S FILE NUMBER 192803202450143, RECORDS OF KING COUNTY.

CONTAINING: 57,970 SQUARE FEET, MORE OR LESS. 52,190 SQUARE FEET, MORE OR LESS FOR



WEST OF PARCEL 2325039106 AND 5,780 SQUARE FEET MORE OR LESS EAST OF PARCEL 2325039106



## EXHIBIT B

### SOUTH MAGNOLIA CSO PROJECT – TAX PARCEL NOS. 202120-0005 & 262503-9001 AND W GALER STREET

#### PERMANENT SUBTERRANEAN SEWER EASEMENT, AS DEPICTED ON THE ATTACHED EXHIBIT D

A 20.00 FOOT WIDE PERMANENT SUBTERRANEAN SEWER EASEMENT, THROUGH TRACT "X" (DESCRIBED ON ATTACHED EXHIBIT A), THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF LOT 5, BLOCK 4, MAGNOLIA VIEW ADDITION, DIVISION NO. 2, TO THE CITY OF SEATTLE, RECORDED IN VOLUME 31 OF PLATS, PAGE 41, RECORDS OF KING COUNTY, WASHINGTON (ALSO BEING A POINT ON THE EAST MARGIN OF 32ND AVENUE WEST); THENCE ALONG SAID EAST MARGIN, SOUTH 01°36'02" WEST 100.81 FEET TO THE **TRUE POINT OF BEGINNING** STA 2+63.82; THENCE SOUTH 19°18'15" EAST 31.75 FEET STA 3+54.94 TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1150.00 FEET; THENCE ALONG SAID CURVE SOUTHEASTERLY 1116.34 FEET THROUGH A CENTRAL ANGLE OF 55°37'07" STA 14+11.91; THENCE TANGENT FROM SAID CURVE, SOUTH 74°28'30" EAST 181.86 FEET STA 15+93.77 TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1500.00 FEET; THENCE ALONG SAID CURVE SOUTHEASTERLY 394.02 FEET STA 19+87.79 THROUGH A CENTRAL ANGLE OF 15°03'01"; THENCE TANGENT FROM SAID CURVE, SOUTH 89°31'32" EAST 767.87 FEET STA 27+55.66 TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1500.00 FEET; THENCE ALONG SAID CURVE EASTERLY 158.14 FEET STA 29+13.80 THROUGH A CENTRAL ANGLE OF 06°02'26" TO THE WESTERLY LINE OF PARCEL G AS SHOWN ON A RECORD OF SURVEY RECORDED UNDER RECORDING NO. 20040220900002 IN SAID COUNTY; THENCE NORTH 82°41'23" EAST 256.07 FEET STA 32+15.53 TO THE WESTERLY PROPERTY LINE OF SMITH COVE PARK PARCEL NO. 2325039015 IN SAID COUNTY"; THENCE CONTINUING NORTH 82°41'23" EAST 98.55 FEET TO THE WESTERLY LINE OF SMITH COVE PARCEL 7666201145; THENCE NORTH 68°33'46" EAST 190.52 FEET STA 35+04.60 AND THE TERMINUS OF SAID EASEMENT;

SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED NORTHWESTERLY SO AS TO TERMINATE IN SAID EAST MARGIN OF 32ND AVENUE W AND EASTERLY SO AS TO TERMINATE IN SAID WESTERLY LINE OF PARCEL 7666201145;

EXCEPT THAT PORTION LYING IN THE RIGHT OF WAY FOR LOWELL STREET PER PLAT OF DEWEYS ADDITION (UNOPENED);

SAID SUBSURFACE UTILITY EASEMENT BEING ALSO BOUNDED VERTICALLY BY THE FOLLOWING ELEVATION GRADIENTS:

LYING ABOVE A GRADIENT THAT BEGINS AT THE SOUTH MAGNOLIA CSO LINE STATION 3+54.94 WITH AN ELEVATION OF 40.27 FEET AND SLOPES DOWNWARD AT A CONSTANT RATE TO END SOUTH MAGNOLIA CSO LINE STATION 31+07.11 WITH AN ELEVATION OF -7.46 FEET (BELOW ZERO); AND ALSO LYING BELOW A GRADIENT THAT BEGINS AT THE SOUTH MAGNOLIA CSO LINE

Exhibit C - Pipeline Illustration



Exhibit D - Smith Cove Park Utility Easement Illustration

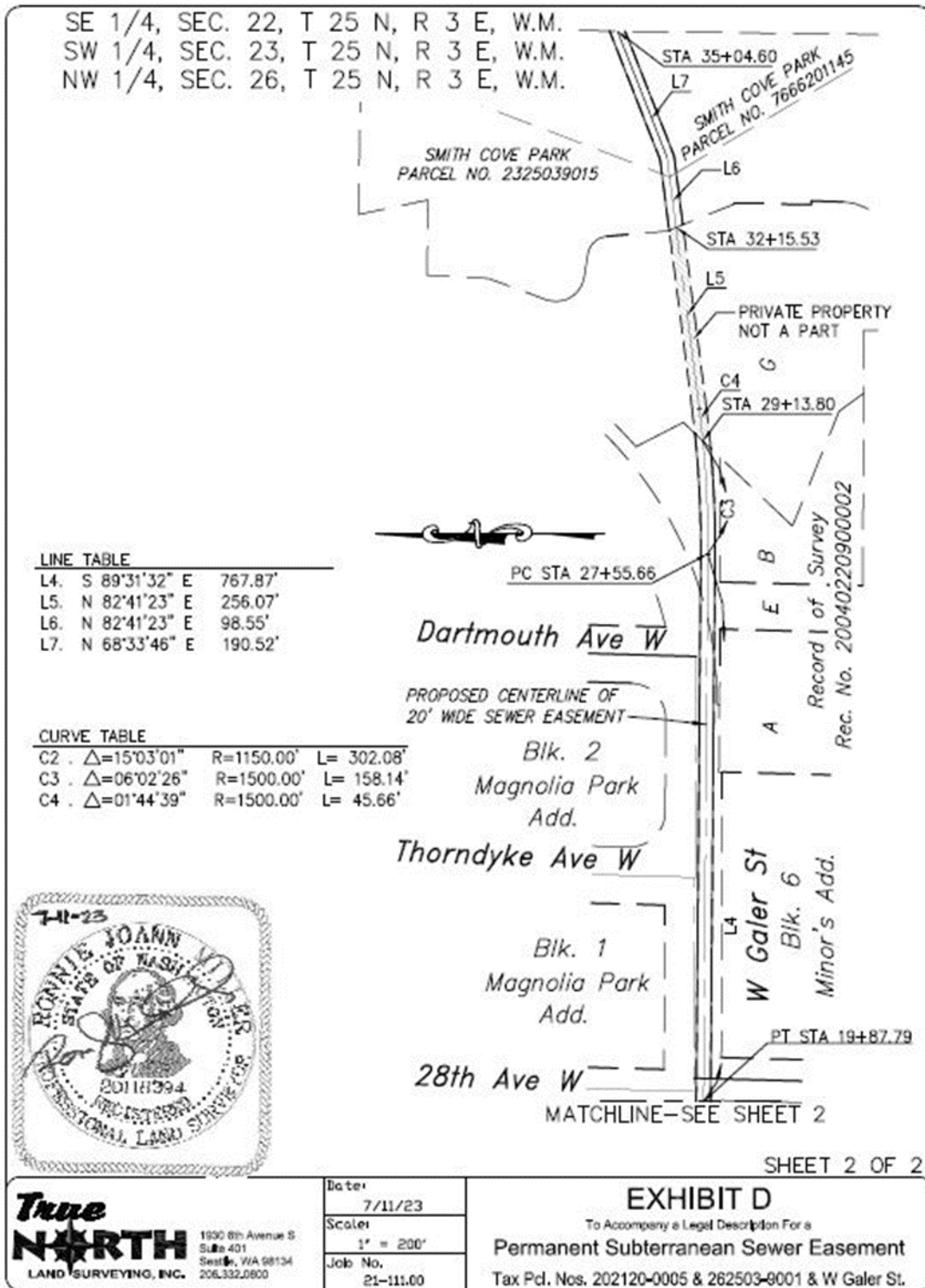
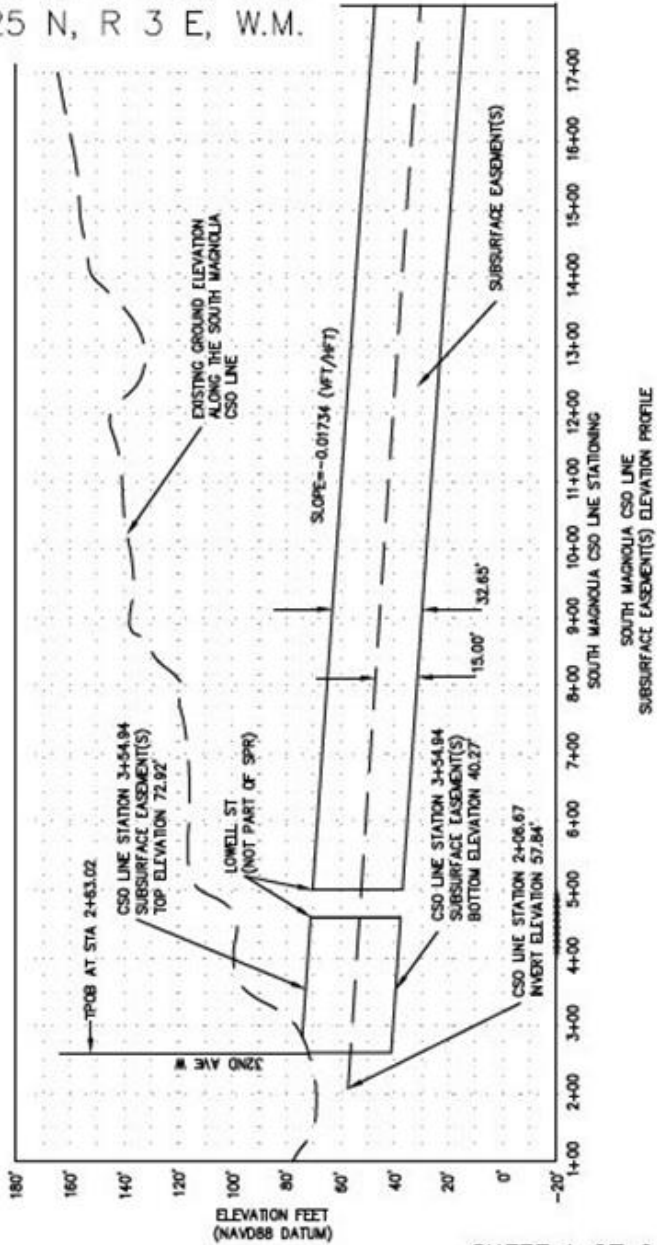


Exhibit E - Subsurface Easement Elevation Profile

SE 1/4, SEC. 22, T 25 N, R 3 E, W.M.  
 SW 1/4, SEC. 23, T 25 N, R 3 E, W.M.  
 NW 1/4, SEC. 26, T 25 N, R 3 E, W.M.



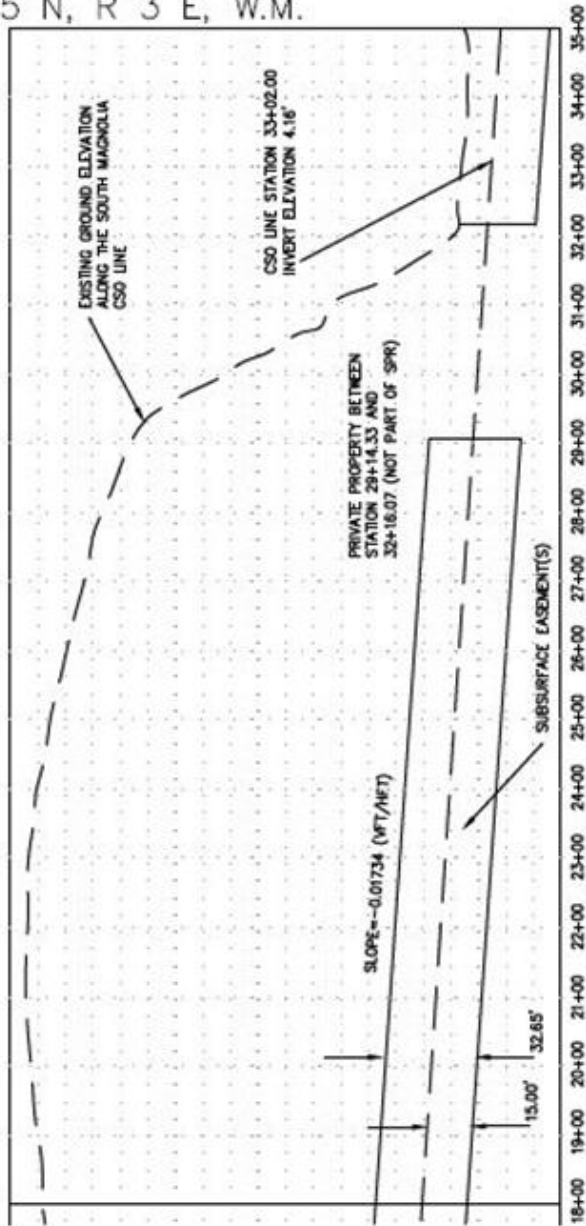
SHEET 1 OF 2

**True NORTH**  
 LAND SURVEYING, INC.  
 1930 8th Avenue S  
 Suite 401  
 Seattle, WA 98134  
 206.332.0800

Date: 7/11/23  
 Scale: AS SHOWN  
 Job No. 21-111.00

**EXHIBIT E**  
 To Accompany a Legal Description For a  
**Permanent Subterranean Sewer Easement**  
 Tax Pcd. Nos. 202120-0005 & 262503-8001 & W Galer St.

SE 1/4, SEC. 22, T 25 N, R 3 E, W.M.  
 SW 1/4, SEC. 23, T 25 N, R 3 E, W.M.  
 NW 1/4, SEC. 26, T 25 N, R 3 E, W.M.



SHEET 2 OF 2

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WHEN RECORDED RETURN TO:

King County- Wastewater Treatment Division  
Environmental Compliance and Community Services Section  
201 S. Jackson St. MS# 505  
Seattle, WA 98104

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**UTILITY EASEMENT AGREEMENT:**

South Magnolia CSO at Magnolia Park, Ursula Judkins Park and Magnolia Boulevard (52,190 sf)

**Grantor(s):** City of Seattle, a municipal corporation

**Grantee:** King County, political subdivision of the State of Washington

**Abbreviated Legal Description:** SE ¼ SEC 22, T25N, R3E, W.M. SW ¼ SEC 23, T25N, R3E, W.M.

**Assessor's Tax Parcel No.(s):** 202120-0005 & 262503-9001 and W Galer Street

**1. Grant of Utility Easement.** THE CITY OF SEATTLE, a Washington municipal corporation (“Grantor” or “CITY”), for and in consideration of TEN DOLLARS (\$10.00) and other valuable consideration in hand paid, hereby grants and conveys to KING COUNTY (“Grantee” or “COUNTY”), a political subdivision of the State of Washington, through its Wastewater Treatment Division, for the purposes described below, a permanent subsurface easement (the “Utility Easement”) under the surface of and through a portion of Grantor’s property legally described in Exhibit A as “Tract X”, parcels 2 and 3. The subsurface portion of Grantor’s Property that is subject to the Utility Easement (the “Utility Easement Area”) is legally described in Exhibit “B”, and illustrated in Exhibit “C”, attached hereto and incorporated herein by this reference.

The Utility Easement Area contains an area of 52,190 square feet, more or less.

**2. Purpose of Utility Easement.** This Utility Easement is granted for the purposes of installation, construction, ownership, use, operation, maintenance, repair, replacement and improvement of a subterranean pipeline, connections, manholes, valves, metering equipment, electric and communication cables, cathodic devices, monitoring equipment and any other necessary and convenient appurtenances in and through the Grantor’s Property for the South Magnolia CSO Project (collectively the “Pipeline Easement Improvements”). All Pipeline Easement Improvements of any kind that are acquired, constructed, or installed within the Utility Easement Area shall be and shall at all times remain the property of the COUNTY.

**3. Grantor’s Use of Utility Easement Area.** The CITY shall have the continuing right to use the Utility Easement Area with the following limitations: (a) The CITY shall not grant easement rights to third parties in the Utility Easement Area without the prior written consent of the COUNTY, which shall not be unreasonably withheld. (b) The City may continue to use the property in any way and for any purpose not inconsistent with the rights granted to Grantee for its stated purpose.

**4. Grantee’s Use of Utility Easement Area.** Grantee may use the Utility Easement Area for the purposes and in the manner described herein. The COUNTY shall keep the Pipeline Easement and improvements, in safe condition and good repair at all times at the COUNTY’s sole cost. The Grantee shall obtain a Seattle Parks and Recreation Revocable Use Permit for repair and maintenance within the easement area before undertaking any such work in the Utility Easement Area involving digging, trenching, or removal of CITY property (including paving), or pruning or removal of vegetation. Said written notification to the CITY, in the form of a Revocable Use Permit application will be submitted before any such work in the Utility Easement Area and shall include sufficient details about the proposed work to allow the CITY to approve of said work prior to commencement of said work. If the emergency is required to be reported to the Washington State Department of Ecology,

then the emergency should be immediately addressed with follow up to the Grantor within a reasonable amount of time.

All activities of the COUNTY in the Utility Easement Area shall be completed by COUNTY employees or by qualified, licensed and bonded contractor(s), at the sole expense of the COUNTY and, upon completion of such activity, the COUNTY shall immediately, at its sole expense, remove all equipment, materials, and debris and restore all disturbed topography, vegetation, landscape features and property (including paving), to their condition immediately prior to the initiation of such activity, unless otherwise mutually agreed in writing.

If Grantee ceases to use the Utility Easement Area after the completion of the construction of the Pipeline Easement Improvements, then Grantee shall decommission the tunnel(s) at its sole cost and expense and will design appropriate method to decommission and stabilize the tunnel(s) within the Utility Easement Area. Said design plans shall be submitted to the City with opportunity to review and approve.

**5. Grantee is responsible for Hazardous Substances as follows:**

**5A.** Grantee's operations or activities on or occupancy of the Easement Area, including without limitation any use or occupancy of the Easement Area by any employee, agent, representative, consultant, contractor or licensee of Grantee, shall comply with all Environmental Laws (as defined in section 5.B), including those governing, or in any way relating to, any Hazardous Substance (as defined in section 5.C). If the City's property becomes contaminated because of actions hereunder by Grantee or Grantee's employees, agents, consultants, contractors, representatives or licensees, Grantee shall clean up and remediate such contamination as necessary to bring the property in compliance with Environmental Laws. If Grantee does not so act in a prudent and prompt manner, the City reserves the right, but not the obligation, to act in place of Grantee and to take such action as the City deems necessary to ensure compliance or to mitigate the violation. All reasonable costs and expenses incurred by the City in connection with any such actions shall become immediately due and payable by Grantee upon the City's presentation of an invoice, therefore.

**5B.** For the purposes of this Utility Easement, the term "Environmental Law(s)" means 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.

**5C.** For purposes of this Utility Easement, the term "Hazardous Substance(s)" means any and all dangerous, hazardous or toxic substances, materials, wastes, pollutants or contaminants regulated under or subject to any Environmental Laws, including but not limited to those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. §172.101) or by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. pt. 302 and amendments thereto) or in the Washington Hazardous Waste Management Act (Ch. 70.105D RCW) or the Washington Model Toxics Control Act (Chs. 70.105D RCW 82.21 RCW), petroleum products and their derivatives, and such other substances, materials and wastes as become regulated or subject to cleanup authority under any Environmental Law.

**5D.** Grantee shall release, indemnify, defend and hold harmless the City and its officials, employees, agents, licensees, contractors, consultants and representatives (collectively, the "Indemnitees") from and against all claims, actions, regulatory demands, judgments, liens, damages, harm, penalties, fines, costs, expenses, liabilities or losses (including, without limitation, clean up or remedial costs, injuries to third persons, sums paid in settlement of claims, reasonable attorneys' fees, consultant fees, and expert fees) which are imposed on, paid by, or asserted against the Indemnitees in

connection with any violation of Environmental Law by Grantee or Grantee's assigns, agents, licensees, invitees, contractors, consultants, representatives or employees. Grantee agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, Grantee hereby waives with respect to the Indemnitees, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of the laws of the State of Washington. Grantee acknowledges that this Section 5.D was specifically entered into after mutual negotiation. This indemnification provision shall survive the expiration or earlier termination of this Utility Easement.

Notwithstanding anything in this Utility Easement Agreement to the contrary, Grantee shall not be responsible to release, indemnify, defend or hold harmless the City or the Indemnitees for existing Hazardous Substances on Grantor's Property except and only to the extent that Grantee or Grantee's assigns, agents, licensees, invitees, contractors, consultants, representatives or employees cause such Hazardous Substances to be released from or onto the Grantor's Property.

**6. Applicable Law and Indemnification.** The COUNTY shall at all times exercise its rights under this Utility Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. The COUNTY agrees to defend, save and hold harmless the CITY and its officers, officials, employees, agents, successors and assigns, from all claims, actions, costs, damages or expense of any nature whatsoever (including reasonable attorneys' fees and costs) for injuries, sickness or death of persons, or any damage to property, caused by the acts or omissions of the COUNTY, its assigns, agents, contractors or employees, in its use of or occupancy of the Utility Easement Area. This obligation does not include such claims, actions, costs, damages or expenses which may be caused by the sole negligence of the CITY, its successors or assigns, and provided further that if the claims, actions, costs, damages or expenses are caused by or result from the concurrent negligence of (a) the CITY, its successors or assigns and/or their agents or employees and (b) the COUNTY, its agents or employees, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the COUNTY, its agents or employees. Solely to give full force and effect to the COUNTY's indemnity obligation contained herein and not for the benefit of any person, the COUNTY specifically and expressly waives any immunity it may have under the Washington State Industrial Insurance Act, Title 51 RCW, or any other industrial insurance, workers' compensation or similar laws and acknowledges that this waiver was mutually negotiated by the parties. This provision shall not be interpreted or construed as a waiver of the COUNTY's right to assert such immunity, defense or protection directly against any of its own employees.

**7. Binding Effect.** The Utility Easement is appurtenant to and shall run with land and shall be binding upon the Grantor's Property and Grantor, and their respective heirs, successors and assigns.

The COUNTY shall have the right to assign its rights under this Utility Easement, in whole or in part, only to a governmental agency that is a functional successor and only upon such successor's express assumption of obligations and liabilities under this Utility Easement.

**8. Notices.** Any notices required or permitted under this Utility Easement Agreement shall be given in writing and either personally delivered or sent by U.S. Mail, postage prepaid, to the addresses as indicated below:

To Grantee: King County- Wastewater Treatment Division  
Managing Supervisor, Regulatory Compliance and Land Acquisitions  
Mailstop: KSC-NR-0505  
201 South Jackson Street  
Seattle, WA 98104-3855

To Grantor: City of Seattle  
Seattle Parks and Recreation  
Attn: Property Management  
300 Elliott Avenue West  
Suite 100  
Seattle, WA 98119





STATE OF WASHINGTON            }  
  }  SS.  
COUNTY OF KING                }

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he is/she is authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of the KING COUNTY, a political subdivision of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Notary Public in and for the State of Washington

Notary (print name): \_\_\_\_\_

Residing at: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

**Exhibit A - Legal Description of Grantor's property (Tract X), parcels 2 and 3**

**TRACT X:**

**PARCEL 1:**

PARCEL "E" SHOWN ON THAT SURVEY RECORDED UNDER RECORDING NUMBER 20040220900002, RECORDS OF SAID COUNTY, SITUATE WITHIN THE SOUTHWEST QUARTER OF SECTION 23 AND THE NORTHWEST QUARTER OF SECTION 26, ALL IN TOWNSHIP 25 NORTH, RANGE 3 EAST, WM., CITY OF SEATTLE, KING COUNTY, WASHINGTON.

SAID DESCRIBED PARCELS 1 AND 2 ARE COLLECTIVELY KNOWN AS A PORTION OF MAGNOLIA PARK AND IS ADMINISTERED BY THE CITY OF SEATTLE PARKS AND RECREATION DEPARTMENT AND BEING A PORTION OF KING COUNTY ASSESSOR'S PARCEL NUMBER 202120-0005.

SAID DESCRIBED PARCEL 4 BEING KNOWN AS A PORTION OF URSULA JUDKINS VIEWPOINT, AND ADMINISTERED BY THE CITY OF SEATTLE PARKS AND RECREATION DEPARTMENT AND BEING A PORTION OF KING COUNTY ASSESSOR'S PARCEL NUMBER 262503-9001.

**PARCEL 2:**

THOSE PORTIONS OF THE SOUTHWEST QUARTER OF SECTION 23, AND THE NORTHWEST QUARTER OF SECTION 26, BOTH IN TOWNSHIP 25 NORTH, RANGE 3 EAST, WM., IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON; AND BEING A PORTION OF WEST GALER STREET, FROM THE EAST MARGIN OF 26<sup>TH</sup> AVENUE WEST (FROM THE SOUTH) TO THE WEST MARGIN OF 30<sup>TH</sup> AVENUE WEST, AS DESCRIBED IN SECTION 2 OF CITY OF SEATTLE ORDINANCE NUMBER 24332; AND ALSO LYING NORTHERLY OF THE SOUTHERLY MARGIN OF WEST GARFIELD STREET (PRODUCED SOUTHWESTERLY) AS DESCRIBED IN CITY OF SEATTLE ORDINANCE NUMBER 53518 AND SHOWN ON THAT SURVEY RECORDED UNDER RECORDING NUMBER 20040220900002, RECORDS OF SAID COUNTY.

BEING KNOWN AS A PORTION OF MAGNOLIA BOULEVARD (FOR PARK, DRIVE AND BOULEVARD PURPOSES, PER CITY OF SEATTLE ORDINANCE NUMBER 24332), AND IS ADMINISTERED BY THE CITY OF SEATTLE PARKS AND RECREATION DEPARTMENT.

**PARCEL 3:**

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 3 EAST, WM., IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

ALL OF BLOCKS 1, 8, 9, 16, 17 AND 18 IN THE PLAT OF DEWEY'S ADDITION TO THE CITY OF SEATTLE, RECORDED IN VOLUME 2 OF PLATS AT PAGE 65, UNDER AUDITOR'S FILE NUMBER 1887021912529, RECORDS OF KING COUNTY, PER SECTION 1 OF CITY OF SEATTLE ORDINANCE NUMBER 24332.

TOGETHER WITH THE SOUTH 12 FEET OF LOT 7, BLOCK 19, IN SAID DEWEY'S ADDITION TO THE CITY OF SEATTLE, PER SECTION 1 OF CITY OF SEATTLE ORDINANCE NUMBER 24332.

TOGETHER WITH THAT PORTION OF LOTS 1 AND 8 THROUGH 12 INCLUSIVE, BLOCK 19, IN SAID DEWEY'S ADDITION TO THE CITY OF SEATTLE, LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, THENCE SOUTHEASTERLY TO A POINT ON THE EAST LINE OF SAID LOT 8, SAID POINT BEING DISTANT 12 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID LOT, PER SECTION 1 OF CITY OF SEATTLE ORDINANCE NUMBER 24332.

TOGETHER WITH VACATED WEST BLAINE STREET, WEST HAYES STREET, WEST GARFIELD STREET, WEST EATON STREET, AND 31<sup>ST</sup> AVENUE WEST, PER CITY OF SEATTLE ORDINANCE NUMBER 61129.

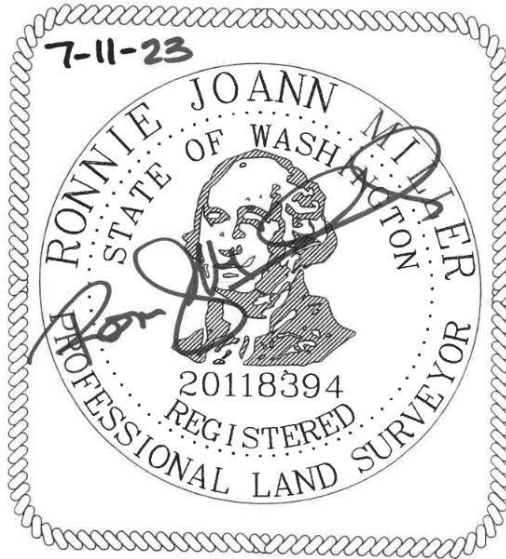
TOGETHER WITH A PORTION OF VACATED 30<sup>TH</sup> AVENUE WEST, PER CITY OF SEATTLE ORDINANCE NUMBER 41769, AS WOULD PASS BY OPERATION OF LAW.

**PARCEL 4:**

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 25 NORTH, RANGE 3 EAST, WM., IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: LOTS 4

THROUGH 16 INCLUSIVE, BLOCK 4, MAGNOLIA VIEW ADDITION DIVISION NO. 2 TO SEATTLE, RECORDED  
IN VOLUME 31 OF PLATS AT PAGE 41, UNDER AUDITOR'S FILE NUMBER 192803202450143, RECORDS OF  
KING COUNTY.

CONTAINING: 57,970 SQUARE FEET, MORE OR LESS. 52,190 SQUARE FEET, MORE OR LESS FOR



WEST OF PARCEL 2325039106 AND 5,780 SQUARE FEET MORE OR LESS EAST OF PARCEL  
2325039106

## EXHIBIT B

### SOUTH MAGNOLIA CSO PROJECT – TAX PARCEL NOS. 202120-0005 & 262503-9001 AND W GALER STREET

#### PERMANENT SUBTERRANEAN SEWER EASEMENT, AS DEPICTED ON THE ATTACHED EXHIBIT D

A 20.00 FOOT WIDE PERMANENT SUBTERRANEAN SEWER EASEMENT, THROUGH TRACT "X"  
(DESCRIBED ON ATTACHED EXHIBIT A), THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF LOT 5, BLOCK 4, MAGNOLIA VIEW ADDITION, DIVISION NO. 2, TO THE CITY OF SEATTLE, RECORDED IN VOLUME 31 OF PLATS, PAGE 41, RECORDS OF KING COUNTY, WASHINGTON (ALSO BEING A POINT ON THE EAST MARGIN OF 32ND AVENUE WEST); THENCE ALONG SAID EAST MARGIN, SOUTH 01°36'02" WEST 100.81 FEET TO THE **TRUE POINT OF BEGINNING** STA 2+63.82; THENCE SOUTH 19°18'15" EAST 31.75 FEET STA 3+54.94 TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1150.00 FEET; THENCE ALONG SAID CURVE SOUTHEASTERLY 1116.34 FEET THROUGH A CENTRAL ANGLE OF 55°37'07" STA 14+11.91; THENCE TANGENT FROM SAID CURVE, SOUTH 74°28'30" EAST 181.86 FEET STA 15+93.77 TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1500.00 FEET; THENCE ALONG SAID CURVE SOUTHEASTERLY 394.02 FEET STA 19+87.79 THROUGH A CENTRAL ANGLE OF 15°03'01"; THENCE TANGENT FROM SAID CURVE, SOUTH 89°31'32" EAST 767.87 FEET STA 27+55.66 TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1500.00 FEET; THENCE ALONG SAID CURVE EASTERLY 158.14 FEET STA 29+13.80 THROUGH A CENTRAL ANGLE OF 06°02'26" TO THE WESTERLY LINE OF PARCEL G AS SHOWN ON A RECORD OF SURVEY RECORDED UNDER RECORDING NO. 20040220900002 IN SAID COUNTY; THENCE NORTH 82°41'23" EAST 256.07 FEET STA 32+15.53 TO THE WESTERLY PROPERTY LINE OF SMITH COVE PARK PARCEL NO. 2325039015 IN SAID COUNTY"; THENCE CONTINUING NORTH 82°41'23" EAST 98.55 FEET TO THE WESTERLY LINE OF SMITH COVE PARCEL 7666201145; THENCE NORTH 68°33'46" EAST 190.52 FEET STA 35+04.60 AND THE TERMINUS OF SAID EASEMENT;

SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED NORTHWESTERLY SO AS TO TERMINATE IN SAID EAST MARGIN OF 32ND AVENUE W AND EASTERLY SO AS TO TERMINATE IN SAID WESTERLY LINE OF PARCEL 7666201145;

EXCEPT THAT PORTION LYING IN THE RIGHT OF WAY FOR LOWELL STREET PER PLAT OF DEWEYS ADDITION (UNOPENED);

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LYING ABOVE A GRADIENT THAT BEGINS AT THE SOUTH MAGNOLIA CSO LINE STATION 3+54.94 WITH AN ELEVATION OF 40.27 FEET AND SLOPES DOWNWARD AT A CONSTANT RATE TO END SOUTH MAGNOLIA CSO LINE STATION 31+07.11 WITH AN ELEVATION OF -7.46 FEET (BELOW ZERO); AND ALSO LYING BELOW A GRADIENT THAT BEGINS AT THE SOUTH MAGNOLIA CSO LINE

Exhibit C - Pipeline Illustration



Exhibit D - Magnolia and Ursula Judkins Utility Easement Illustration

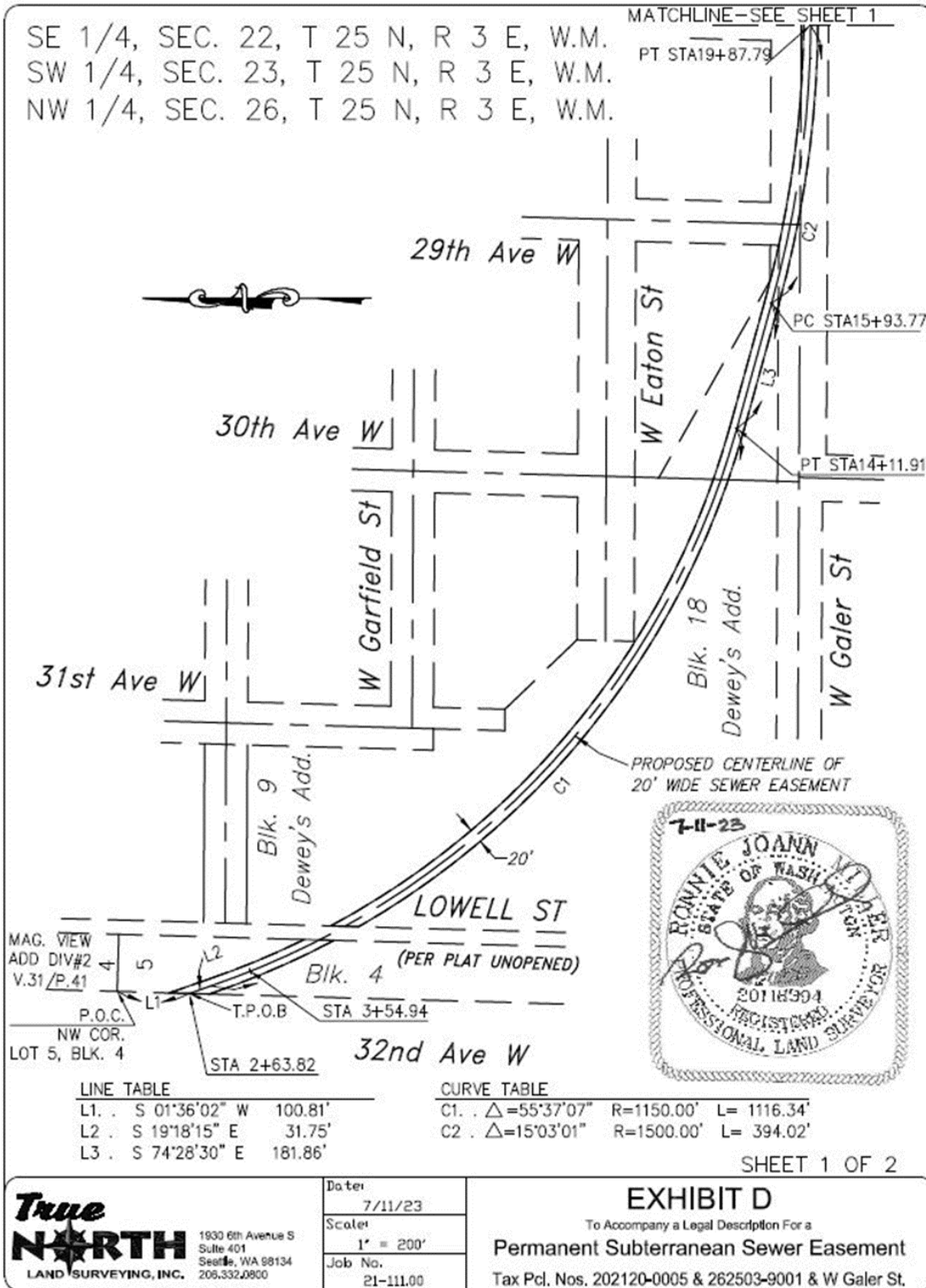
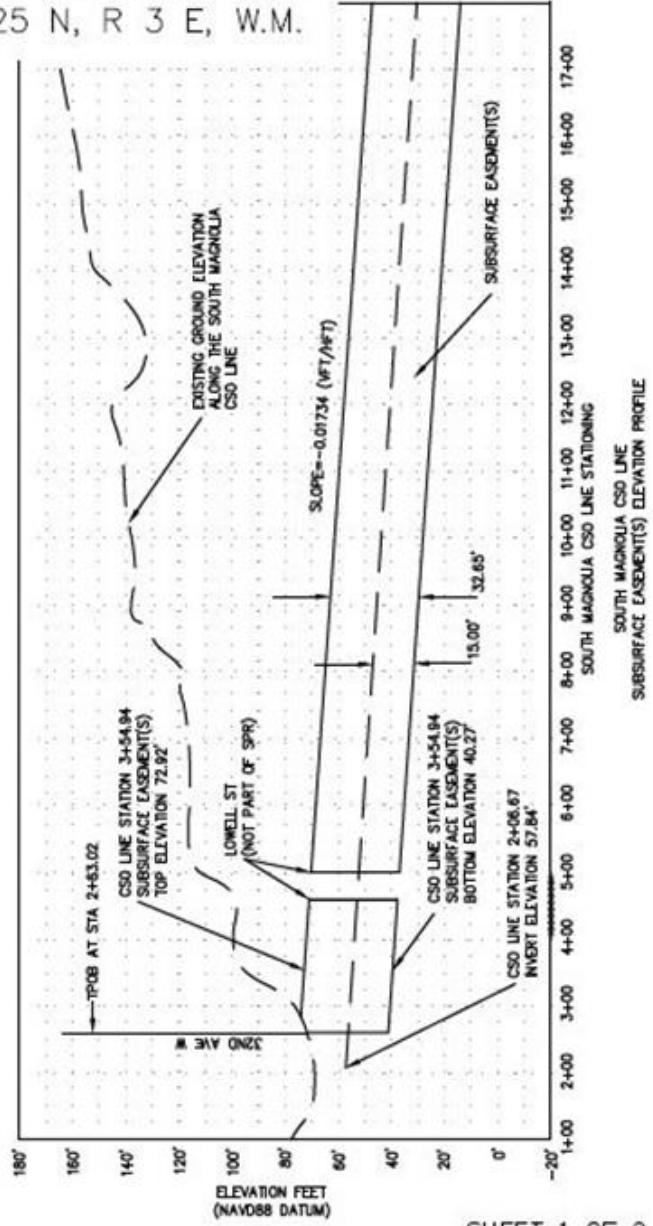


Exhibit E - Subsurface Easement Elevation Profile

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 SW 1/4, SEC. 23, T 25 N, R 3 E, W.M.  
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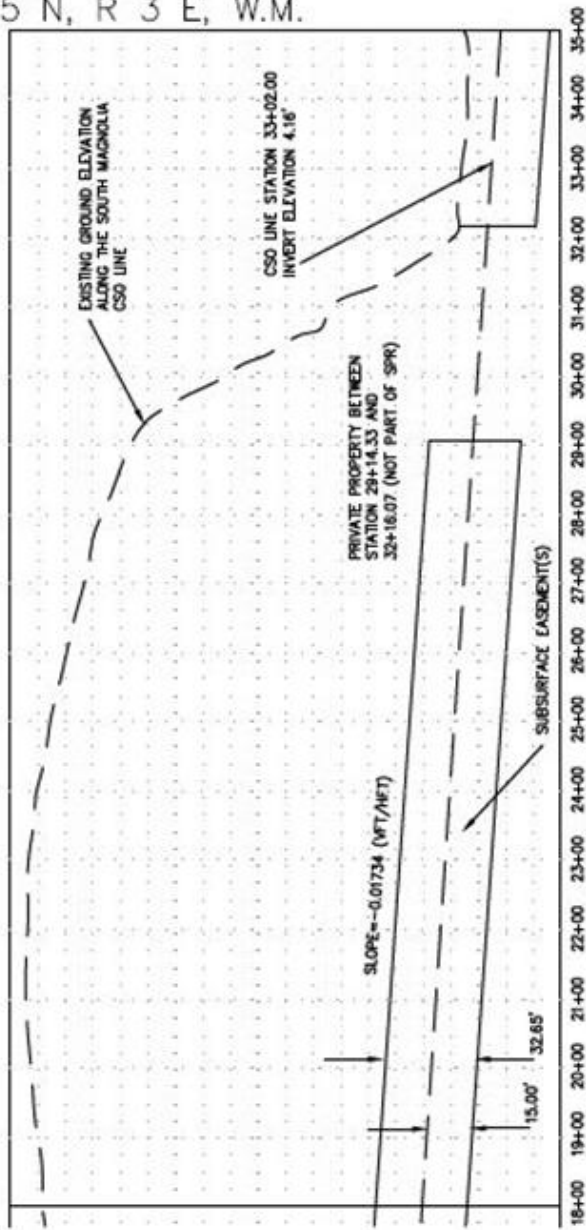


SHEET 1 OF 2

<p>1930 8th Avenue S        Suite 401        Seattle, WA 98134        206.332.0800</p>	Date:	7/11/23	<p><b>EXHIBIT E</b></p> <p>To Accompany a Legal Description For a  <b>Permanent Subterranean Sewer Easement</b></p> <p>Tax Pct. Nos. 202120-0005 &amp; 262503-8001 &amp; W Galer St.</p>
	Scale:	AS SHOWN	
	Job No.:	21-111.00	



SE 1/4, SEC. 22, T 25 N, R 3 E, W.M.  
 SW 1/4, SEC. 23, T 25 N, R 3 E, W.M.  
 NW 1/4, SEC. 26, T 25 N, R 3 E, W.M.



SHEET 2 OF 2



1500 8th Avenue S  
 Suite 401  
 Seattle, WA 98134  
 206.332.0800

Date: 7/11/23  
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**EXHIBIT E**

To Accompany a Legal Description For a  
**Permanent Subterranean Sewer Easement**  
 Tax Pcd. Nos. 202120-0005 & 262503-0001 & W Galer St.

## SUMMARY and FISCAL NOTE\*

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Parks and Recreation	Richard Gholaghong	Alex Rouse

*\* 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 Parks and Recreation (SPR); authorizing the Superintendent of Parks and Recreation to grant and convey utility easements under portions of Magnolia Park, Magnolia Boulevard, Ursula Judkins Viewpoint Park, and Smith Cove Park to the King County Wastewater Treatment Division for the purposes of operating a Combined Sewer Overflow (CSO) pipeline, and to accept payment therefor; and finding that the grant of a permanent subsurface easement meets the requirements of Ordinance 118477, adopting Initiative 42.

#### **Summary and Background of the Legislation:**

This will complete the conveyance of property rights required for the installation, operation, and maintenance of a regional sewer pipeline. The King County South Magnolia CSO Control Project is a part of the response to the 2013 Consent Decree by the United States District Court. King County and the City of Seattle are working together to lessen the combined sewer overflow (CSO) events that occur annually. Part of the King County Wastewater Treatment Division plan was to construct an underground gravity pipeline extending from 32<sup>nd</sup> Ave W. to 23<sup>rd</sup> Ave W. in the Magnolia neighborhood of Seattle. The pipeline has been constructed and this legislation is granting utility easements to King County for the existing pipeline. Under Resolution 31476, the City granted conceptual approval for the South Magnolia CSO project.

Seattle Parks and Recreation will receive \$329,858 in compensation for the easement.

The easement is described as two separate segments: The west segment easement is deep underground, beneath portions of Magnolia Park, Galer Street and Ursula Judkins Park. This underground easement is 20 feet wide along about 2,650 lineal feet at an underground depth of about 20' – 135' beneath the ground surface for a total easement area of approximately 52,200 sf. The east segment easement encumbers shallow and surface land in Smith Cove Park, also 20 feet wide by about 290 lineal feet for a total easement area of approximately 5,800 sf. The location, depth and related information for each pipeline is depicted in attachments to the respective Easement Agreement as Exhibits A-E.

### **2. CAPITAL IMPROVEMENT PROGRAM**

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



- e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?**  
The King County CSO and pipeline has been built, and is in service within the Magnolia neighborhood.

This legislation does not impact a historically disadvantaged community.

The pipeline is a vital utility that conveys stormwater and wastewater for treatment and disbursal.

The CSO Pipeline is mostly below surface and does not create a visual or physical barrier. All notices will be provided to the public in languages based on Census data and request from non-, and limited-English speakers. This option will be included on all written notices in predominate, non-English languages.

**f. Climate Change Implications**

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

No.

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

The installation and operation of this pipeline and CSO has increased the City's capacity to treat and process stormwater runoff from extreme rain events.

- 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.

**Summary Attachments:**

Summary Attachment 1 – Exhibits A-E Smith Cove

Summary Attachment 2 – Exhibits A-E Judkins and Magnolia

**Exhibit A - Legal Description of Grantor's property (Tract X)**

**TRACT X:**

**PARCEL 1:**

PARCEL "E" SHOWN ON THAT SURVEY RECORDED UNDER RECORDING NUMBER 20040220900002, RECORDS OF SAID COUNTY, SITUATE WITHIN THE SOUTHWEST QUARTER OF SECTION 23 AND THE NORTHWEST QUARTER OF SECTION 26, ALL IN TOWNSHIP 25 NORTH, RANGE 3 EAST, WM., CITY OF SEATTLE, KING COUNTY, WASHINGTON.

SAID DESCRIBED PARCELS 1 AND 2 ARE COLLECTIVELY KNOWN AS A PORTION OF MAGNOLIA PARK AND IS ADMINISTERED BY THE CITY OF SEATTLE PARKS AND RECREATION DEPARTMENT AND BEING A PORTION OF KING COUNTY ASSESSOR'S PARCEL NUMBER 202120-0005.

SAID DESCRIBED PARCEL 4 BEING KNOWN AS A PORTION OF URSULA JUDKINS VIEWPOINT, AND ADMINISTERED BY THE CITY OF SEATTLE PARKS AND RECREATION DEPARTMENT AND BEING A PORTION OF KING COUNTY ASSESSOR'S PARCEL NUMBER 262503-9001.

**PARCEL 2:**

THOSE PORTIONS OF THE SOUTHWEST QUARTER OF SECTION 23, AND THE NORTHWEST QUARTER OF SECTION 26, BOTH IN TOWNSHIP 25 NORTH, RANGE 3 EAST, WM., IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON; AND BEING A PORTION OF WEST GALER STREET, FROM THE EAST MARGIN OF 26<sup>TH</sup> AVENUE WEST (FROM THE SOUTH) TO THE WEST MARGIN OF 30<sup>TH</sup> AVENUE WEST, AS DESCRIBED IN SECTION 2 OF CITY OF SEATTLE ORDINANCE NUMBER 24332; AND ALSO LYING NORTHERLY OF THE SOUTHERLY MARGIN OF WEST GARFIELD STREET (PRODUCED SOUTHWESTERLY) AS DESCRIBED IN CITY OF SEATTLE ORDINANCE NUMBER 53518 AND SHOWN ON THAT SURVEY RECORDED UNDER RECORDING NUMBER 20040220900002, RECORDS OF SAID COUNTY.

BEING KNOWN AS A PORTION OF MAGNOLIA BOULEVARD (FOR PARK, DRIVE AND BOULEVARD PURPOSES, PER CITY OF SEATTLE ORDINANCE NUMBER 24332), AND IS ADMINISTERED BY THE CITY OF SEATTLE PARKS AND RECREATION DEPARTMENT.

**PARCEL 3:**

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 3 EAST, WM., IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

ALL OF BLOCKS 1, 8, 9, 16, 17 AND 18 IN THE PLAT OF DEWEY'S ADDITION TO THE CITY OF SEATTLE, RECORDED IN VOLUME 2 OF PLATS AT PAGE 65, UNDER AUDITOR'S FILE NUMBER 1887021912529, RECORDS OF KING COUNTY, PER SECTION 1 OF CITY OF SEATTLE ORDINANCE NUMBER 24332.

TOGETHER WITH THE SOUTH 12 FEET OF LOT 7, BLOCK 19, IN SAID DEWEY'S ADDITION TO THE CITY OF SEATTLE, PER SECTION 1 OF CITY OF SEATTLE ORDINANCE NUMBER 24332.

TOGETHER WITH THAT PORTION OF LOTS 1 AND 8 THROUGH 12 INCLUSIVE, BLOCK 19, IN SAID DEWEY'S ADDITION TO THE CITY OF SEATTLE, LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, THENCE SOUTHEASTERLY TO A POINT ON THE EAST LINE OF SAID LOT 8, SAID POINT BEING DISTANT 12 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID LOT, PER SECTION 1 OF CITY OF SEATTLE ORDINANCE NUMBER 24332.

TOGETHER WITH VACATED WEST BLAINE STREET, WEST HAYES STREET, WEST GARFIELD STREET, WEST EATON STREET, AND 31<sup>ST</sup> AVENUE WEST, PER CITY OF SEATTLE ORDINANCE NUMBER 61129.

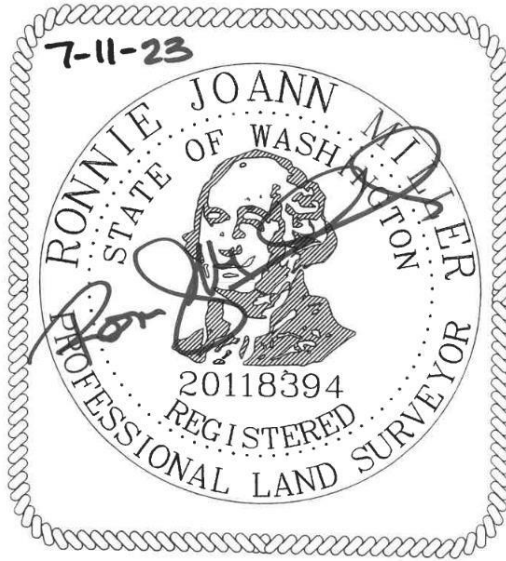
TOGETHER WITH A PORTION OF VACATED 30<sup>TH</sup> AVENUE WEST, PER CITY OF SEATTLE ORDINANCE NUMBER 41769, AS WOULD PASS BY OPERATION OF LAW.

**PARCEL 4:**

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 25 NORTH, RANGE 3 EAST, WM., IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: LOTS 4

THROUGH 16 INCLUSIVE, BLOCK 4, MAGNOLIA VIEW ADDITION DIVISION NO. 2 TO SEATTLE, RECORDED IN VOLUME 31 OF PLATS AT PAGE 41, UNDER AUDITOR'S FILE NUMBER 192803202450143, RECORDS OF KING COUNTY.

CONTAINING: 57,970 SQUARE FEET, MORE OR LESS. 52,190 SQUARE FEET, MORE OR LESS FOR



WEST OF PARCEL 2325039106 AND 5,780 SQUARE FEET MORE OR LESS EAST OF PARCEL 2325039106

## EXHIBIT B

SOUTH MAGNOLIA CSO PROJECT – TAX PARCEL NOS. 202120-0005 & 262503-9001 AND W GALER STREET

PERMANENT SUBTERRANEAN SEWER EASEMENT, AS DEPICTED ON THE ATTACHED EXHIBIT D

A 20.00 FOOT WIDE PERMANENT SUBTERRANEAN SEWER EASEMENT, THROUGH TRACT "X" (DESCRIBED ON ATTACHED EXHIBIT A), THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF LOT 5, BLOCK 4, MAGNOLIA VIEW ADDITION, DIVISION NO. 2, TO THE CITY OF SEATTLE, RECORDED IN VOLUME 31 OF PLATS, PAGE 41, RECORDS OF KING COUNTY, WASHINGTON (ALSO BEING A POINT ON THE EAST MARGIN OF 32ND AVENUE WEST); THENCE ALONG SAID EAST MARGIN, SOUTH 01°36'02" WEST 100.81 FEET TO THE **TRUE POINT OF BEGINNING** STA 2+63.82; THENCE SOUTH 19°18'15" EAST 31.75 FEET STA 3+54.94 TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1150.00 FEET; THENCE ALONG SAID CURVE SOUTHEASTERLY 1116.34 FEET THROUGH A CENTRAL ANGLE OF 55°37'07" STA 14+11.91; THENCE TANGENT FROM SAID CURVE, SOUTH 74°28'30" EAST 181.86 FEET STA 15+93.77 TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1500.00 FEET; THENCE ALONG SAID CURVE SOUTHEASTERLY 394.02 FEET STA 19+87.79 THROUGH A CENTRAL ANGLE OF 15°03'01"; THENCE TANGENT FROM SAID CURVE, SOUTH 89°31'32" EAST 767.87 FEET STA 27+55.66 TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1500.00 FEET; THENCE ALONG SAID CURVE EASTERLY 158.14 FEET STA 29+13.80 THROUGH A CENTRAL ANGLE OF 06°02'26" TO THE WESTERLY LINE OF PARCEL G AS SHOWN ON A RECORD OF SURVEY RECORDED UNDER RECORDING NO. 20040220900002 IN SAID COUNTY; THENCE NORTH 82°41'23" EAST 256.07 FEET STA 32+15.53 TO THE WESTERLY PROPERTY LINE OF SMITH COVE PARK PARCEL NO. 2325039015 IN SAID COUNTY"; THENCE CONTINUING NORTH 82°41'23" EAST 98.55 FEET TO THE WESTERLY LINE OF SMITH COVE PARCEL 7666201145; THENCE NORTH 68°33'46" EAST 190.52 FEET STA 35+04.60 AND THE TERMINUS OF SAID EASEMENT;

SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED NORTHWESTERLY SO AS TO TERMINATE IN SAID EAST MARGIN OF 32ND AVENUE W AND EASTERLY SO AS TO TERMINATE IN SAID WESTERLY LINE OF PARCEL 7666201145;

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Exhibit C - Pipeline Illustration





Exhibit D - Smith Cove Park Utility Easement Illustration

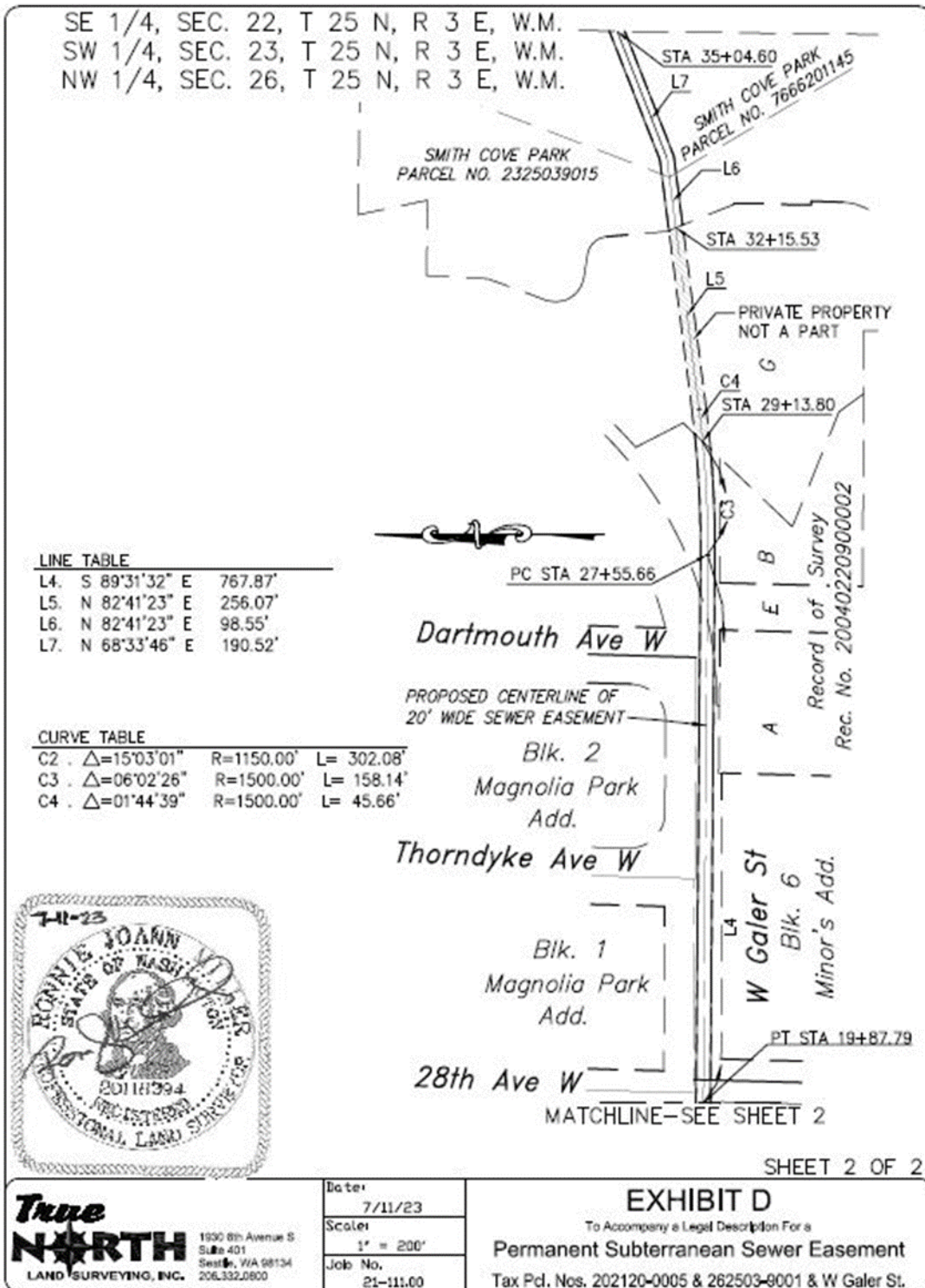
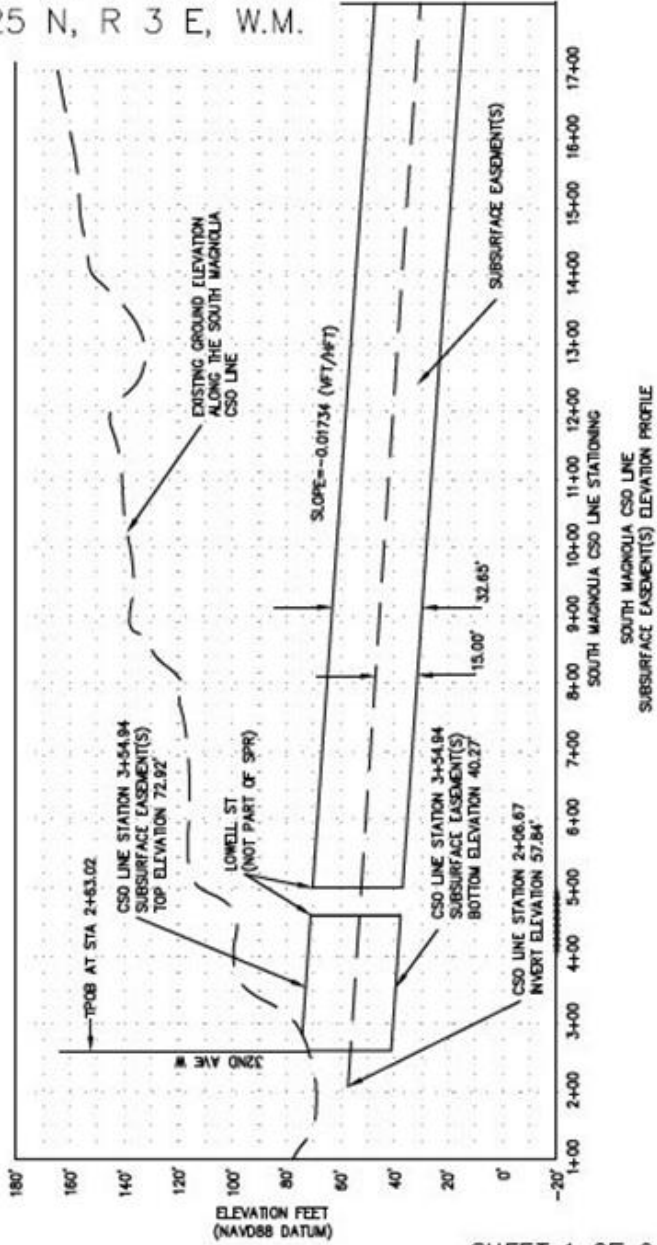


Exhibit E - Subsurface Easement Elevation Profile

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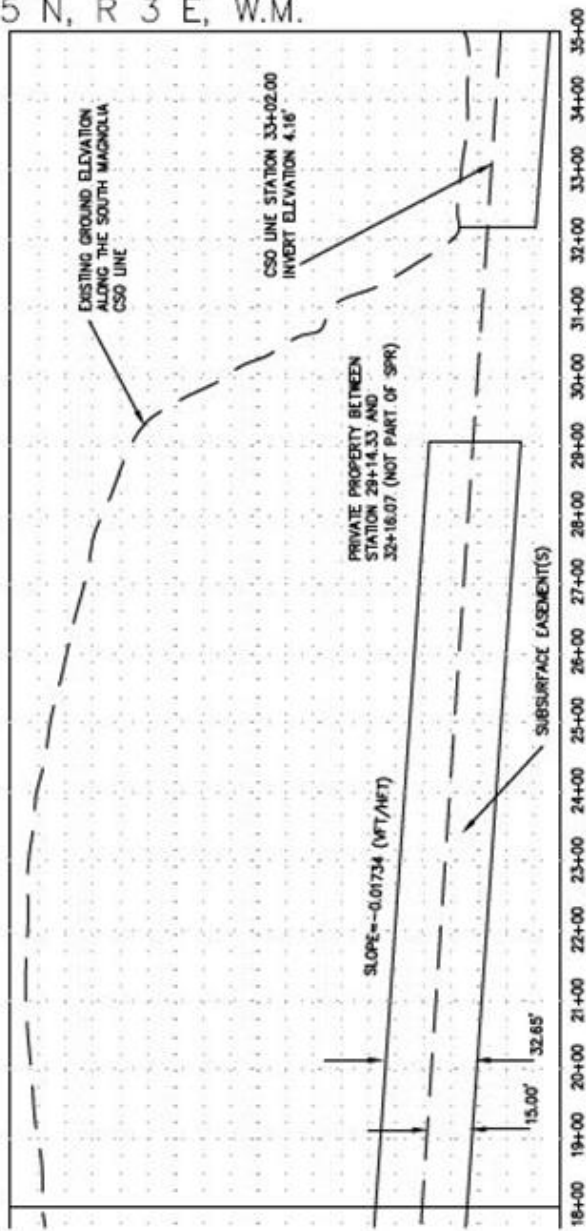
SHEET 1 OF 2

**True NORTH**  
 LAND SURVEYING, INC.  
 1930 8th Avenue S  
 Suite 401  
 Seattle, WA 98134  
 206.332.0800

Date: 7/11/23  
 Scale: AS SHOWN  
 Job No. 21-111.00

**EXHIBIT E**  
 To Accompany a Legal Description For a  
**Permanent Subterranean Sewer Easement**  
 Tax Pcl. Nos. 202120-0005 & 262503-8001 & W Galer St.

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SHEET 2 OF 2



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**Exhibit A - Legal Description of Grantor's property (Tract X), parcels 2 and 3**

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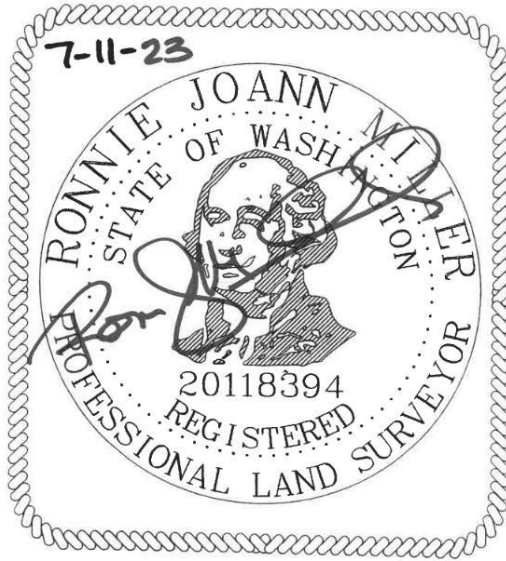
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SOUTH MAGNOLIA CSO PROJECT – TAX PARCEL NOS. 202120-0005 & 262503-9001 AND W  
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Exhibit C - Pipeline Illustration



Exhibit D - Magnolia and Ursula Judkins Utility Easement Illustration

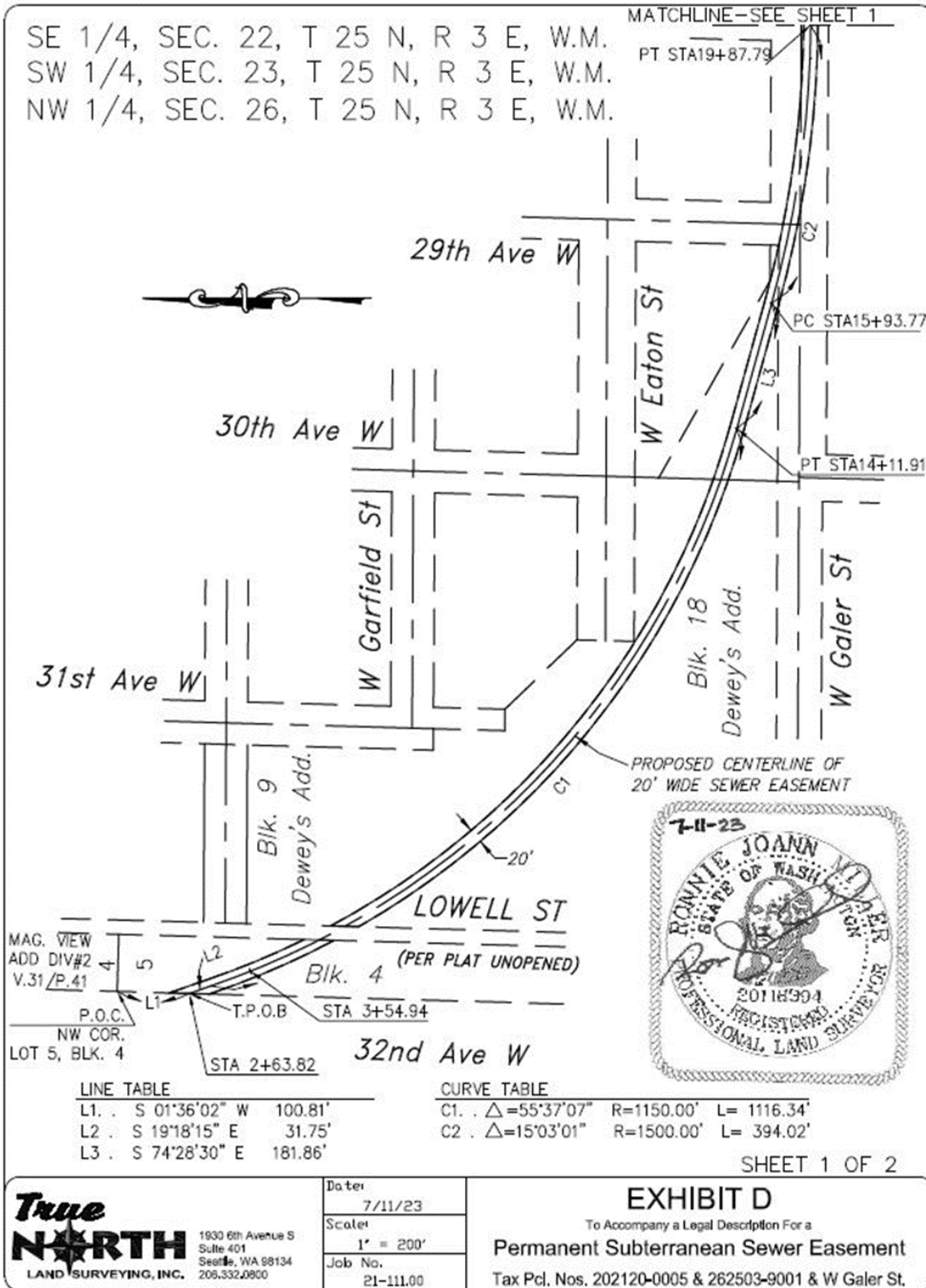
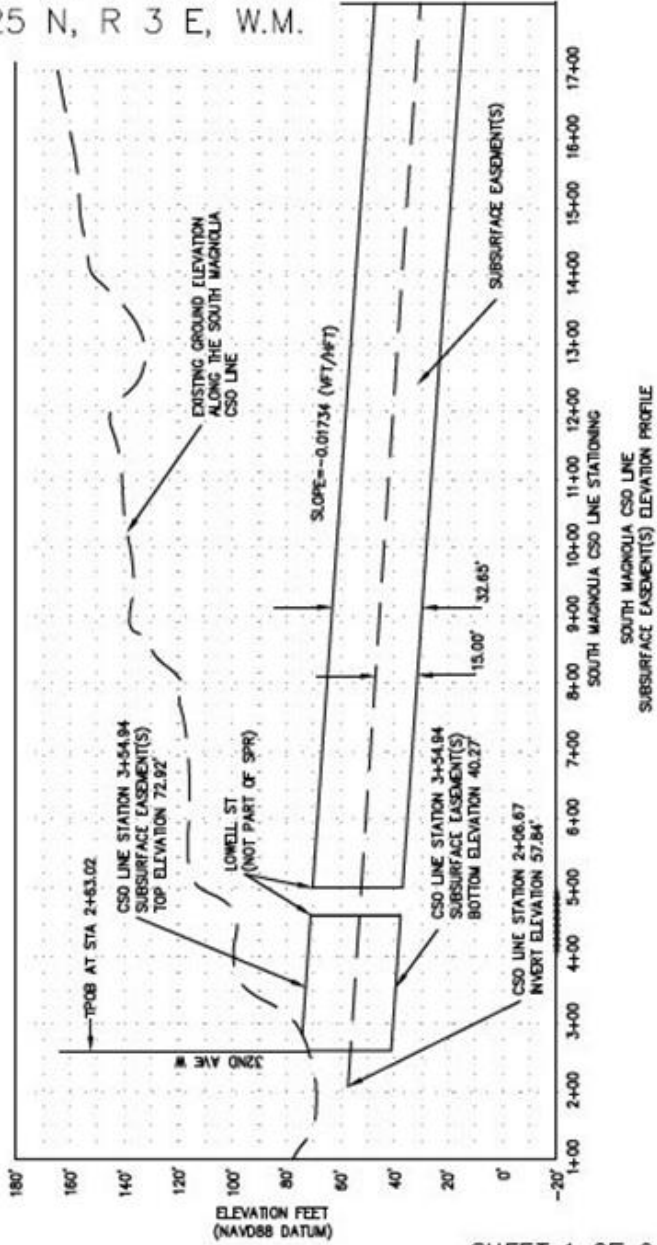




Exhibit E - Subsurface Easement Elevation Profile

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SHEET 1 OF 2



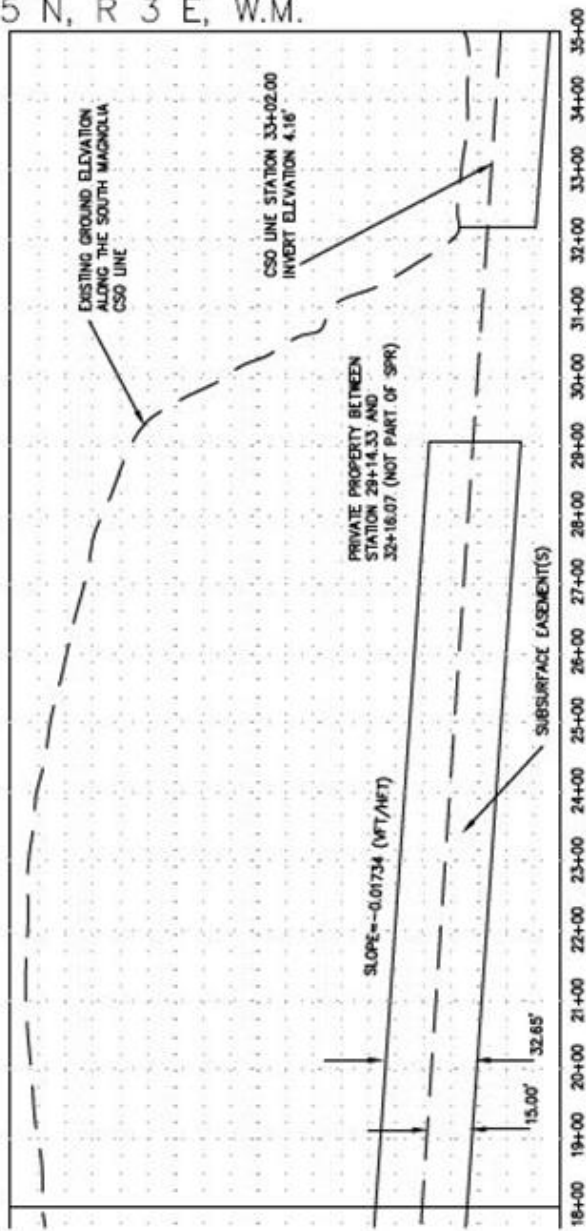
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# King County Wastewater Pipeline Easement Ordinance

City Council Public Assets and Homelessness Committee

December 6, 2023

Seattle Parks and Recreation



City of Seattle 155

# Background

- A 2013 federal consent decree requires the City of Seattle to reduce combined sewage overflows (CSOs) to protect public health and the environment.
- An agreement was reached among the City, King County, and the Port of Seattle to construct a pipeline to reduce CSO events, and to expand Smith Cove Park in Magnolia as part of the project. The pipeline flows under portions of several Seattle Parks and Recreation (SPR) properties.
- The City Council passed Resolution 31476 in 2013, granting conceptual approval for the pipeline, and SPR provided revocable use permits for pipeline construction.
- Construction of the pipeline is now complete, and it serves to reduce overflows of sewage from the greater Seattle area into Puget Sound.

# Location: Magnolia



# Today's Legislation

- Authorizes the Superintendent of SPR to grant and convey utility easements under portions of several parks for the purpose of operating a Combined Sewer Overflow (CSO) pipeline:
  - **Magnolia Park**
  - **Magnolia Boulevard**
  - **Ursula Judkins Viewpoint Park**
  - **Smith Cove Park**
- Includes approximately \$330,000 in payment from King County to SPR for the easements.

# Questions?

