



CITY OF SEATTLE

City Council

Agenda

Tuesday, May 13, 2025

2:00 PM

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

**Sara Nelson, Council President
Joy Hollingsworth, Member
Robert Kettle, Member
Cathy Moore, Member
Alexis Mercedes Rinck, Member
Maritza Rivera, Member
Rob Saka, Member
Mark Solomon, Member
Dan Strauss, Member**

Chair Info: 206-684-8809; Sara.Nelson@seattle.gov

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Council Chamber Listen Line: 206-684-8566

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CITY OF SEATTLE

City Council Agenda

May 13, 2025 - 2:00 PM

Meeting Location:

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

Committee Website:

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

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

Remote Public Comment - Register online to speak during the Public Comment period at

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

Online registration to speak will begin one hour 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.

Submit written comments to all Councilmembers prior to 10 a.m. on the day of the meeting at Council@seattle.gov or at Seattle City Hall, Attn: Council Public Comment, 600 4th Ave., Floor 2, Seattle, WA 98104.

A. CALL TO ORDER

B. ROLL CALL

C. PRESENTATIONS

D. PUBLIC COMMENT

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

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR:

Introduction and referral to Council committees of Council Bills (CB), Resolutions (Res), Appointments (Appt), and Clerk Files (CF) for committee recommendation.

[IRC 479](#)

May 13, 2025

Attachments: [Introduction and Referral Calendar](#)

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

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

Journal:

1. [Min 519](#) May 6, 2025

Attachments: [Minutes](#)

Bills:

2. [CB 120980](#) AN ORDINANCE appropriating money to pay certain claims for the week of April 28, 2025, through May 2, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts.

Supporting

Documents: [Summary and Fiscal Note](#)

Appointments:**SUSTAINABILITY, CITY LIGHT, ARTS AND CULTURE COMMITTEE:**

3. [Appt 03130](#) Appointment of Louis Ernst as member, City Light Review Panel, for a term to April 11, 2026.

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

In Favor: 5 - Rinck, Moore, Saka, Solomon, Strauss

Opposed: None

Attachments: [Appointment Packet](#)

H. COMMITTEE REPORTS

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

TRANSPORTATION COMMITTEE:

1. [CB 120971](#) AN ORDINANCE relating to automated traffic safety cameras; establishing additional uses for automated traffic safety cameras to increase safety; authorizing qualified civilian employees to review violations detected by traffic cameras; updating finance and fund policies related to the use of camera revenues; amending Ordinance 124230; amending Sections 5.82.010, 11.31.020, 11.31.090, 11.31.121, and 11.50.570 of the Seattle Municipal Code; and repealing Section 11.50.580 of the Seattle Municipal Code.

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

In Favor: 5 - Saka, Hollingsworth, Kettle, Rinck, Strauss

Opposed: None

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

2. [CB 120945](#) AN ORDINANCE vacating the alley in Block 52, A. A. Denny's Extension to the Terry's 1st Addition, in the First Hill neighborhood, and accepting a Property Use and Development Agreement and acknowledging the Seattle City Light Easement, on the petition of North Block Spring Street Development LLC (Clerk File 314364).

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

In Favor: 5 - Saka, Hollingsworth, Kettle, Rinck, Strauss

Opposed: None

Attachments: [Ex 1 - Property Use and Development Agreement](#)
 [Ex 2 - Seattle City Light Easement](#)

Supporting

Documents: [Summary and Fiscal Note](#)
 [Summary Att A – Block 52 North Block Vacation](#)
 [Area Map](#)

3. [CB 120972](#) AN ORDINANCE relating to appropriations for the Seattle Department of Transportation; modifying a proviso; and amending Ordinance 127156, which adopted the 2025 Budget.

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

In Favor: 5 - Saka, Hollingsworth, Kettle, Rinck, Strauss

Opposed: None

Supporting

Documents: [Summary and Fiscal Note](#)

FINANCE, NATIVE COMMUNITIES, AND TRIBAL GOVERNMENTS COMMITTEE:

4. [CB 120970](#) AN ORDINANCE relating to acceptance of funding from non-City sources; authorizing the heads of various departments to accept and authorize the expenditure of specified grants, private funding, and subsidized loans and to execute, deliver, and perform corresponding agreements; amending Ordinance 127156, which adopted the 2025 Budget, including the 2025-2030 Capital Improvement Program (CIP); changing appropriations to various departments and budget control levels, and from various funds in the Budget; revising project allocations for certain projects in the 2025-2030 CIP; creating positions; and ratifying and confirming certain prior acts.

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

In Favor: 5 - Strauss, Rivera, Kettle, Nelson, Saka

Opposed: None

Supporting

Documents: [Summary and Fiscal Note](#)
 [Summary Att A – 2025 Q1 Acceptance Ordinance](#)
 [Detail Table](#)

I. ITEMS REMOVED FROM CONSENT CALENDAR

J. ADOPTION OF OTHER RESOLUTIONS

K. OTHER BUSINESS

L. ADJOURNMENT



Legislation Text

File #: IRC 479, **Version:** 1

May 13, 2025



Introduction and Referral Calendar

List of proposed Council Bills (CB), Resolutions (Res), Appointments (Appt) and Clerk Files (CF) to be introduced and referred to a City Council committee

Record No.	Title	Committee Referral
<u>By: Strauss</u>		
1. CB 120980	AN ORDINANCE appropriating money to pay certain claims for the week of April 28, 2025, through May 2, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts.	City Council
<u>By: Moore</u>		
2. Appt 03158	Appointment of Naseem A. Ghazanfari as member, Seattle Women's Commission, for a term to July 1, 2026.	Housing and Human Services Committee
<u>By: Moore</u>		
3. Appt 03159	Appointment of Eunji Han as member, Seattle Women's Commission, for a term to July 1, 2026.	Housing and Human Services Committee
<u>By: Hollingsworth</u>		
4. CB 120982	AN ORDINANCE relating to the redevelopment and operation of Seattle Public Schools Memorial Stadium at Seattle Center; authorizing the Mayor to execute an interlocal agreement with Seattle School District No. 1 (SPS) for the joint redevelopment of Memorial Stadium and associated improvements benefiting the Seattle Center campus; authorizing the Mayor to execute a development agreement with Memorial Stadium Redevelopment LLC (MSR) providing for joint funding and design and construction of a new Memorial Stadium; authorizing the Seattle Center Director and City Budget Director to negotiate for the Mayor's signature a five-year operating and maintenance agreement with MSR and SPS; and ratifying and confirming certain prior acts.	Parks, Public Utilities, and Technology Committee
<u>By: Rinck</u>		
5. Res 32168	A RESOLUTION reaffirming The City of Seattle as a Welcoming City; and committing to maintaining policies that support all Seattle residents regardless of ancestry, race, ethnicity, national origin, color, age, sex, sexual orientation, gender identity, marital status, physical or mental disability, religion, or immigration status.	Select Committee on Federal Administration and Policy Changes



Legislation Text

File #: Min 519, **Version:** 1

May 6, 2025

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104



Journal of the Proceedings of the Seattle City Council

Tuesday, May 6, 2025

2:00 PM

Council Chamber, City Hall

600 4th Avenue

Seattle, WA 98104

City Council

Sara Nelson, Council President

Joy Hollingsworth, Member

Robert Kettle, Member

Cathy Moore, Member

Alexis Mercedes Rinck, Member

Maritza Rivera, Member

Rob Saka, Member

Mark Solomon, Member

Dan Strauss, Member

Chair Info: 206-684-8809; Sara.Nelson@seattle.gov

A. CALL TO ORDER

The City Council of The City of Seattle met in the Council Chamber in City Hall in Seattle, Washington, on May 6, 2025, pursuant to the provisions of the City Charter. The meeting was called to order at 2:03 p.m., with Council President Nelson presiding.

B. ROLL CALL

Present: 9 - Hollingsworth, Kettle, Moore, Nelson, Rinck, Rivera, Saka, Solomon, Strauss

C. PRESENTATIONS

Council President Nelson presented a proclamation honoring Reverend Harriett Walden. By unanimous consent, the Council Rules were suspended to allow Council President Nelson to present the proclamation, and to allow Reverend Walden to address the Council.

D. PUBLIC COMMENT

The following individuals addressed the Council:

Andrew Ashiofu
Jamie Fackler
Rachael Snell
Marshall Bender
Natalie Morgan
David Kernick
Matt Kurvink
Micah Walley
Elizabeth Roberts
Gabriel Jones
Saunatina Sanchez
Alberto Alvarez
Brian Puschell
Naishin Fu
David Haines
Jordan Crawley
Julia Buck
Summer Miller
Hali Willis
Howard Gale
Alex Tsimmerman
Aidan Carroll
Kate Rubin
Gwendolyn Hart
Carl Nelson
Allan Francis
Roxy
Rory O'Sullivan

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR:

[IRC 478](#)

May 6, 2025

By unanimous consent, the Introduction & Referral Calendar (IRC) was adopted.

In Favor: 9 - Hollingsworth, Kettle, Moore, Nelson, Rinck, Rivera, Saka, Solomon, Strauss

Opposed: None

F. APPROVAL OF THE AGENDA

By unanimous consent, the Agenda was adopted.

G. APPROVAL OF CONSENT CALENDAR

Motion was made by Council President Nelson, duly seconded and carried, to adopt the Consent Calendar.

Journal:**1. [Min 518](#) April 29, 2025**

The Minutes (Min) were adopted on the Consent Calendar by the following vote, and the President signed the Minutes (Min):

In Favor: 9 - Hollingsworth, Kettle, Moore, Nelson, Rinck, Rivera, Saka, Solomon, Strauss

Opposed: None

Bills:**2. [CB 120976](#) AN ORDINANCE appropriating money to pay certain claims for the week of April 21, 2025, through April 25, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts.**

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

In Favor: 9 - Hollingsworth, Kettle, Moore, Nelson, Rinck, Rivera, Saka, Solomon, Strauss

Opposed: None

Appointments:**GOVERNANCE, ACCOUNTABILITY, AND ECONOMIC DEVELOPMENT COMMITTEE:**

3. [Appt 03010](#) **Appointment of Silvia Gonzalez as member, Labor Standards Advisory Commission, for a term to April 30, 2026.**

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

**In Favor: 4 - Nelson, Hollingsworth, Rivera, Solomon
Opposed: None**

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

In Favor: 9 - Hollingsworth, Kettle, Moore, Nelson, Rinck, Rivera, Saka, Solomon, Strauss

Opposed: None

4. [Appt 03011](#) **Appointment of Corina Yballa as member, Labor Standards Advisory Commission, for a term to April 30, 2026.**

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

**In Favor: 4 - Nelson, Hollingsworth, Rivera, Solomon
Opposed: None**

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

In Favor: 9 - Hollingsworth, Kettle, Moore, Nelson, Rinck, Rivera, Saka, Solomon, Strauss

Opposed: None

PUBLIC SAFETY COMMITTEE:

5. [Appt 03129](#) **Appointment of Ken Nsimbi as member, Community Police Commission, for a term to December 31, 2026.**

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

In Favor: 5 - Kettle, Saka, Hollingsworth, Moore, Nelson

Opposed: None

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

In Favor: 9 - Hollingsworth, Kettle, Moore, Nelson, Rinck, Rivera, Saka, Solomon, Strauss

Opposed: None

H. COMMITTEE REPORTS

CITY COUNCIL:

1. [Appt 03144](#) **Appointment of Patrice Tisdale as member, Labor Standards Advisory Commission, for a term to April 30, 2027.**

Motion was made by Council President Nelson and duly seconded to confirm the Appointment.

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

In Favor: 9 - Hollingsworth, Kettle, Moore, Nelson, Rinck, Rivera, Saka, Solomon, Strauss

Opposed: None

PUBLIC SAFETY COMMITTEE:

2. [Appt 03128](#) **Appointment of Eci Ameh, as Executive Director of the Seattle Community Police Commission.**

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

In Favor: 5 - Kettle, Saka, Hollingsworth, Moore, Nelson

Opposed: None

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

In Favor: 9 - Hollingsworth, Kettle, Moore, Nelson, Rinck, Rivera, Saka, Solomon, Strauss

Opposed: None

The Oath of Office was administered to Eci Ameh, Executive Director, by Scheereen Dedman, City Clerk, and then Ms. Ameh provided brief remarks to the Council.

LAND USE COMMITTEE:

3. [CB 120949](#) **AN ORDINANCE relating to land use and zoning; expanding housing options by easing barriers to the construction and use of accessory dwelling units as required by state legislation; amending Sections 22.205.010, 23.22.062, 23.24.045, 23.44.011, 23.44.014, 23.44.016, 23.44.017, 23.44.046, 23.45.512, 23.45.514, 23.45.545, 23.84A.008, 23.84A.032, 23.84A.038, 23.90.018, and 23.90.019 of the Seattle Municipal Code; repealing Sections 23.40.035 and 23.44.041 of the Seattle Municipal Code; and adding new Sections 23.42.022 and 23.53.003 to the Seattle Municipal Code.**

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

In Favor: 5 - Solomon, Strauss, Moore, Rinck, Rivera

Opposed: None

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

In Favor: 9 - Hollingsworth, Kettle, Moore, Nelson, Rinck, Rivera, Saka, Solomon, Strauss

Opposed: None

I. ITEMS REMOVED FROM CONSENT CALENDAR

There were none.

J. ADOPTION OF OTHER RESOLUTIONS

There were none.

K. OTHER BUSINESS

There was none.

L. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 3:26 p.m.

Phillip Wood-Smith, Deputy City Clerk

Signed by me in Open Session, upon approval of the Council, on May 13, 2025.

Sara Nelson, Council President of the City Council



Legislation Text

File #: CB 120980, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE appropriating money to pay certain claims for the week of April 28, 2025, through May 2, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Payment of the sum of \$14,405,112.07 on PeopleSoft 9.2 mechanical warrants numbered 4100918836 - 4100920689 plus manual or cancellation issues for claims, e-payables of \$136,621.93 on PeopleSoft 9.2 9100015326 - 9100015352, and electronic financial transactions (EFT) in the amount of \$138,024,245.59 are presented to the City Council under RCW 42.24.180 and approved consistent with remaining appropriations in the current Budget as amended.

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

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

Section 4. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the 13th of May, 2025, and signed by me in open session in authentication of its passage this 13th of May, 2025.

President _____ of the City Council

Approved / returned unsigned / vetoed this ____ day of _____, 2025.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2025.

Scheereen Dedman, City Clerk

(Seal)

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Office of City Finance	Julie Johnson	Lorine Cheung

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE appropriating money to pay certain claims for the week of April 28, 2025, through May 2, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts. Claims include all financial payment obligations for bills and payroll paid out of PeopleSoft for the covered.

Summary and Background of the Legislation:

RCW 42.24.180 requires that payment of certain claims be authorized by the City Council. This bill, prepared each week by the City Treasury, authorizes the payments of funds that were previously appropriated by the City Council, so the passage of this bill does not have a direct result on the City's budget.

2. CAPITAL IMPROVEMENT PROGRAM

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

☐ Yes ☒ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City?

☐ Yes ☒ No

This bill authorizes the payments of funds that were previously appropriated by the City Council, so the passage of this bill does not have a direct result on the City's budget.

If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.

Please describe any financial costs or other impacts of *not* implementing the legislation.
The legislation authorizes the payment of valid claims. If the City does not pay its legal obligations it could face greater legal and financial liability.

4. OTHER IMPLICATIONS

- a. **Please describe how this legislation may affect any departments besides the originating department.**

This type of legislation authorizes payment of bill and payroll expenses for all City departments.

- b. **Does this legislation affect a piece of property? If yes, please attach a map and explain any impacts on the property. Please attach any Environmental Impact Statements, Determinations of Non-Significance, or other reports generated for this property.**

No.

- c. **Please describe any perceived implication for the principles of the Race and Social Justice Initiative.**

- i. **How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**

N/A

- ii. **Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**

N/A

- iii. **What is the Language Access Plan for any communications to the public?**

N/A

- d. **Climate Change Implications**

- i. **Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.**

N/A

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

N/A

- e. **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)? What mechanisms will be used to measure progress towards meeting those goals?**

N/A

5. CHECKLIST

- ☐ Is a public hearing required?
- ☐ Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?
- ☐ If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?
- ☐ Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?

6. ATTACHMENTS

Summary Attachments: None.



Legislation Text

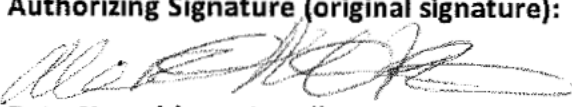
File #: Appt 03130, **Version:** 1

Appointment of Louis Ernst as member, City Light Review Panel, for a term to April 11, 2026.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Louis Ernst</i>		
Board/Commission Name: <i>City Light Review Panel</i>		Position Title: <i>Financial Analyst- Position 2</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * 4/12/2023 to 4/11/2026 <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>District 6</i>	Zip Code: <i>98103</i>	Contact Phone No.: [REDACTED]
Background: Louis Ernst's interest in the energy sector began as an engineering student, drawn to its role in the economy and its evolution amid climate and policy shifts. He launched his career as a mechanical engineer at Kansas City Power & Light and has since held roles in consulting, strategy, and finance—currently serving as a Finance Manager for two Amazon subsidiaries. He holds a BA in Mechanical Engineering and an MBA in finance and economics from the University of Chicago Booth School of Business, where he earned recognition for his work in sustainability and policy analysis. Louis cares about clean energy and has strong skills in finance and problem-solving which makes him a strong candidate for Seattle City Light, Review Panel member as Financial Analyst.		
Authorizing Signature (original signature):  Date Signed (appointed): <i>4/9/25</i>		Appointing Signatory: <i>Alexis Mercedes Rinck</i> <i>Councilmember- Position 8</i>

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

LOUIS ERNST

EXPERIENCE

AMAZON

Seattle, WA

Finance Manager, Books

May 2022 – Present

- Built annual strategy plan roadmaps with product leads and general managers.
- Led finance for ComiXology, Amazon Publish, and Kindle Tech org, working with CEO, CTO, and product leads on strategy.
- Supported ComiXology through 83% reduction in headcount by simplifying and automating processes.
- Reduced forecasting error by 89% by simplifying model, making assumptions explicit, and reviewing with business leaders.
- Audited data sources of P&L, discovering errors costing the business 7% in operating profit.
- Negotiated with 3 other departments for Books' portion of licensing expense, reducing our annual cost by \$1.1M.

Senior Vendor Manager, DSLR and Security Cameras

Mar 2021 – May 2022

- Owned relationship with 6 of 10 largest vendors for category totaling \$455M annual revenue (37% of category).
- Uncovered new fraud vector leading to 120 account suspensions.
- Coordinated training and strategy planning for 16 VMs and 3 MVMs as Annual Vendor Negotiations SME.

LIFE FITNESS

Chicago, IL

Manager, Strategy and Business Development

Aug 2019 – Mar 2021

New Initiatives

- Segmented and prioritized key lawmakers for lobbying efforts, securing tariff exemption while competitors remained liable.
- Wrote monthly market research newsletter about competitor actions, read by 1,000+ employees monthly.
- Founded and acted as team leader for corporate sustainability team.

Corporate Strategy

- Influenced company-wide project roadmap with goal setting mechanism used by C-suite and all company directors.
- Devised and launched pilot program to grow EU-based subsidiary's US sales by understanding customer buying behavior and adapting US sales operations to better serve customer needs, growing business unit sales from \$3.2M to \$8.4M annually.

Digital Products

- Managed cross-functional taskforce to integrate 3rd party tool into our ERP system, allowing subscription product pricing.

AMAZON

Seattle, WA

Sr. Program Manager Intern, AWS

Jun 2018 – Jul 2018

- Prototyped error detection system, reducing manual work and delays by 75% in critical path for opening new data centers.
- Initiated and organized lecture series on Amazon Sustainability, with talks from 6 senior managers for intern class.

ACCENTURE

Chicago, IL

Consultant - Business and Systems Integration, Oracle Analytics

Jul 2013 – Aug 2017

- Led technical team in using anomaly detection AI to flag insider data security risk posed by 15,000 employees.

Kansas City Power and Light Company

Kansas City, MO

Mechanical Engineer

Summer 2011, 2012

- Oversaw removal of large machinery, broadly integrated into generating station systems, from start to finish.
- Built project plan to reroute piping for cleaner wastewater disposal.
- Reorganized schematic storage system.

EDUCATION

THE UNIVERSITY OF CHICAGO BOOTH SCHOOL OF BUSINESS

Chicago, IL

Master of Business Administration

Sep 2017 – Jun 2019

- Won 1st place of 30 in Renewable Energy Case Competition, fulfilling lifelong dream of being awarded comically oversized check.
- Authored whitepaper on China's greenhouse gas emissions and policy incentives to predict China's carbon market evolution.
- Co-chaired the Booth Outdoor Leadership Development Club, leading 15 students on a multiday trek through the Grand Canyon.

WASHINGTON UNIVERSITY IN ST LOUIS

St Louis, MO

Bachelor of Science in Mechanical Engineering

Sep 2009 – May 2013

- Initiated new exchange program with Hong Kong University of Science and Technology for myself and future students.
- Wrote business model for a startup to produce nitrogen fertilizer using novel method; won startup competition.

City Light Review Panel

9 Members: Pursuant to Ordinance 123256, all members subject to City Council confirmation, 3-year terms:

- 4 City Council- appointed
- 5 Mayor- appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M	5	1.	Economist	Bruce Flory	4/11/23	4/10/26	1	Mayor
6	M	6	2.	Financial Analyst	Louis Ernst	4/12/23	4/11/26	1	City Council
6	F	1	3.	Non-Profit Representative	Kerry Meade	5/1/24	4/30/27	2	Mayor
1	M	6	4.	Residential Customer Representative	Leo Lam	10/1/22	9/30/25	2	City Council
6	M	n/a	5.	Commercial Customer Representative	Ryan Monson	4/13/24	4/12/27	1	Mayor
2	M	n/a	6.	Industrial Customer Representative	Toyin Olowu	10/1/22	9/30/25	1	City Council
5	F	n/a	7.	Low-Income Customer Representative	Oksana Savolyuk	4/12/24	4/11/27	2	Mayor
1	F	6	8.	Member at Large	Thien-Di Do	10/1/22	9/30/25	1	City Council
6	M	n/a	9.	Suburban Franchise Representative	Joel Paisner	5/1/24	4/30/27	2	Mayor

SELF-IDENTIFIED DIVERSITY CHART

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

Key:

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

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

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

Diversity information is self-identified and is voluntary.



Legislation Text

File #: CB 120971, **Version:** 2

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to automated traffic safety cameras; establishing additional uses for automated traffic safety cameras to increase safety; authorizing qualified civilian employees to review violations detected by traffic cameras; updating finance and fund policies related to the use of camera revenues; amending Ordinance 124230; amending Sections 5.82.010, 11.31.020, 11.31.090, 11.31.121, and 11.50.570 of the Seattle Municipal Code; and repealing Section 11.50.580 of the Seattle Municipal Code.

WHEREAS, excessive speeding by drivers is a root cause of many crashes, including crashes that result in death or serious injury of vulnerable travelers within City rights-of-way, including pedestrians, bicyclists, people with disabilities, children, and seniors; and

WHEREAS, serious crashes often result in lifelong injuries, chronic pain, permanent disabilities, chronic depression, and shortened lifespans, while serious and fatal crashes impact the victims, their families and other loved ones, their co-workers, and their greater communities; and

WHEREAS, it is often not safe, practical, or desirable to use police officers to enforce traffic laws, including speed limit violations; and

WHEREAS, numerous studies, and Seattle's own experience, have demonstrated significant reductions in speeds, crashes, and the number of drivers running red lights or violating school zone speed limits at enforcement camera locations; and

WHEREAS, since the start of Seattle's School Zone Speed Camera program, the City has seen a 71 percent drop in collisions during camera activation areas, a 64 percent drop in the average number of camera violations per day, and 90 percent of people who receive and pay camera citations do not receive

another citation; at red light camera locations, crashes of all types have been substantially reduced compared to citywide averages, with five times the decrease in fatal crashes at camera intersections compared with citywide averages; and

WHEREAS, in 2023, the City Council passed Ordinance 126869, designating restricted racing zones as a precursor to future deployment of speed enforcement cameras; and

WHEREAS, in 2024, the State Legislature passed Engrossed Substitute House Bill 2384, making comprehensive changes to State laws governing traffic cameras, consolidating authority that had been established for camera programs, authorizing trained police and transportation employees to review violations detected by traffic safety cameras, and repealing authority for designated racing zone cameras (ESHB 2384, enacted as Chapter 307, Laws of 2024); and

WHEREAS, the City Council intends that the locations previously identified in Ordinance 126869 be evaluated for deployment of traffic safety cameras under Seattle Municipal Code Section 11.50.570 (including enforcement for school speed zones, school walk areas, public park speed zones, hospital speed zones, and locations that experience higher crash risks due to vehicle speeds); and

WHEREAS, given the proven effectiveness of existing camera enforcement programs and the reduction in crashes at existing camera locations, the Seattle Department of Transportation has been working with the Seattle Police Department to expand the deployment of school speed zone cameras and deployment of additional camera types authorized by ESHB 2384 to further reduce serious and fatal crashes around the city; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Section 5.82.010 of the Seattle Municipal Code, last amended by Ordinance 126893, is amended as follows:

5.82.010 Financial policies

The following financial policies govern revenues generated by automated traffic safety cameras or fines or civil

penalties:

A. ~~((Spending restrictions:))~~ Consistent with RCW 46.63.220, the City shall first apply revenue generated by the City's automated traffic safety camera program to the cost to administer, install, operate, expand, remove, relocate, and maintain automated traffic safety cameras authorized under subsection 11.50.570.A.

B. Of the net proceeds generated annually by automated traffic safety camera fines and civil penalties that are available to the City after ~~((required contributions to the Washington State Cooper Jones account pursuant to RCW 46.63.170;))~~ covering the cost to administer, install, operate, expand, remove, relocate, and maintain automated traffic safety cameras, the following spending restrictions apply:

~~((1. School zone camera revenue: Funding in an amount equal to the revenue generated annually by school zone fixed automated camera fines and civil penalties will be spent for school traffic and pedestrian safety and directly related infrastructure projects; pedestrian, bicyclist, and driver education campaigns; and installation, administrative, enforcement, operations, and maintenance costs associated with the school zone fixed automated cameras.~~

~~2. Red))~~ 1. For red light camera revenue~~((: Funding))~~ , funding in an amount equal to 20 percent of the revenue generated annually by fines and civil penalties for red light camera violations and red arrow camera violations will be spent for ~~((school))~~ safety, including traffic, student, bicycle, and pedestrian safety and directly related infrastructure projects; operational and maintenance investments that support traffic safety and Vision Zero; transportation improvements that support equitable access and mobility for persons with disabilities; transportation projects designed to reduce vehicle speeds, as well as pedestrian, bicyclist, and driver education campaigns ~~((and installation, administrative, enforcement, operations, and maintenance costs associated with the red light and red arrow automated cameras))~~.

~~((3.))~~ 2. For all other automated traffic safety camera types authorized under subsection 11.50.570.A, net revenues will be spent for safety, including traffic, student, bicycle, and pedestrian safety and

directly related infrastructure projects; operational and maintenance investments that support traffic safety and Vision Zero; transportation improvements that support equitable access and mobility for persons with disabilities; transportation projects designed to reduce vehicle speeds, as well as pedestrian, bicyclist, and driver education campaigns.

~~((3. Block the box and obstruction camera revenue: Funding in an amount equal to the local revenue generated annually by fines and civil penalties for obstruction or blocked traffic camera violations will be spent for transportation improvements that support equitable access and mobility for persons with disabilities and installation, administrative, enforcement, operations, and maintenance costs associated with the obstruction or blocked traffic automated cameras.~~

~~4. Lane restriction camera revenue: Funding in an amount equal to the local revenue generated annually by fines and civil penalties for restricted lane camera violations will be spent for transportation improvements that support equitable access and mobility for persons with disabilities and installation, administrative, enforcement, operations, and maintenance costs associated with the restricted lane automated cameras.~~

~~5. Speed enforcement camera revenue: Funding in an amount equal to the local revenue generated annually by fines and civil penalties for speed enforcement cameras other than school zone cameras described in subsection 5.82.010.A.1 will be spent on transportation improvements that support traffic safety, bicycle safety, and pedestrian safety and installation, administrative, enforcement, operations, and maintenance costs associated with the speed enforcement cameras.~~

~~B. Annual budget revenues and appropriations:))~~

C. The Executive will propose appropriations for the items in subsections 5.82.010.A and 5.82.010.B in its annual budget submittal to the City Council based on the amount of automated traffic safety camera fines and civil penalties projected to be received in the prior budget year. The City Council anticipates that proposed appropriations will support traffic safety, accessibility, and Vision Zero investments in the communities and

locations where automated traffic safety cameras are deployed.

~~((C. Year-end report: The Executive will provide a year-end report to the City Council on automated traffic safety camera revenue receipts, appropriations, and expenditures by March 1 each year))~~ D. Consistent with state requirements, by July each year, the Executive will post an annual report on the City's website showing the number of traffic crashes that occurred at each location where an automated traffic safety camera is located, as well as the number of notices of infraction issued for each camera, the percentage of revenues received from fines issued from automated traffic safety camera infractions that were used to pay for the costs of the automated traffic safety camera program, and a description of the uses of revenues that exceeded the costs of operation and administration of the automated traffic safety camera program.

~~((D. True-up of revenues and expenditures:))~~ E. To the extent that actual annual revenues from automated traffic safety cameras differ from the appropriations made through the annual budget, the Executive will propose appropriation changes in supplemental legislation to ensure that sufficient funding is spent consistent with ((subsection 5.82.010.A and RCW 46.63.170)) this Chapter 5.82.

Section 2. Section 11.31.020 of the Seattle Municipal Code, last amended by Ordinance 127056, is amended as follows:

11.31.020 Notice of traffic infraction-Issuance((-))

A. A peace officer has the authority to issue a notice of traffic infraction:

1. ~~((when))~~ When the infraction is committed in the officer's presence;
2. When the officer is acting upon the request of a law enforcement officer in whose presence the traffic infraction was committed;

~~((2-if))~~ 3. If an officer investigating at the scene of a motor vehicle accident has reasonable cause to believe that the driver of a motor vehicle involved in the accident has committed a traffic infraction;

~~((3-when))~~ 4. When a ~~((violation of Section 11.50.140, 11.50.150, 11.52.040, or 11.52.100))~~ traffic infraction is detected through the use of an automated traffic safety camera or an automated school bus

safety camera as authorized pursuant to ((RCW 46.63.170)) chapter 46.63 RCW and Section 11.50.570. A trained and authorized civilian employee of the Seattle Police Department, or a trained and authorized civilian employee of the Seattle Department of Transportation performing under the supervision of a qualified traffic engineer, has the authority to review infractions detected through the use of an automated traffic safety camera or automated school bus safety camera to issue notices of infraction. These employees must be sufficiently trained and certified in reviewing infractions and issuing notices of infraction by qualified peace officers or by traffic engineers employed in the Seattle Police Department or the Seattle Department of Transportation; or

~~((4.1f))~~ 5. If an officer is investigating a violation of Section 11.58.440.

B. A court may issue a notice of traffic infraction upon receipt of a written statement of the officer that there is reasonable cause to believe that an infraction was committed. ~~((RCW 46.63.030))~~

Section 3. Section 11.31.090 of the Seattle Municipal Code, last amended by Ordinance 126892, is amended as follows:

11.31.090 Traffic infractions detected through the use of an automated traffic safety camera

A. A notice of infraction based on evidence detected through the use of an automated traffic safety camera must be mailed to the registered owner of the vehicle within 14 days of the violation, or to the renter of a vehicle within 14 days of establishing the renter's name and address under subsection 11.31.090.C.1. The peace officer, or other City employee authorized to review citations under RCW 46.63.030, issuing the notice of infraction shall include with it a certificate or facsimile thereof, based upon inspection of photographs, microphotographs, or electronic images produced by an automated traffic safety camera, stating the facts supporting the notice of infraction. This certificate or facsimile is prima facie evidence of the facts contained in it and is admissible in a proceeding charging a violation of Section 11.50.070, Section 11.50.140, Section 11.50.150, Section 11.50.250, Section 11.50.260, Section 11.52.040, Section 11.52.100, Section 11.53.190, Section 11.53.230, Section 11.58.272, Section 11.58.295, Section 11.72.040, Section 11.72.080, or Section 11.72.210 or a restricted lane violation. The photographs, microphotographs, or electronic images evidencing

the violation must be available for inspection and admission into evidence in a proceeding to adjudicate the liability for the infraction.

* * *

C. If the registered owner of the vehicle is a rental car business, the peace officer, or other City employee authorized to review citations under RCW 46.63.030, shall, before such a notice of infraction is issued, provide a written notice to the rental car business that a notice of infraction may be issued to the rental car business if the rental car business does not, within 18 days of receiving the written notice, provide to the peace officer by return mail:

1. A statement under oath stating the name and known mailing address of the individual driving or renting the vehicle when the infraction occurred; or
2. A statement under oath that the business is unable to determine who was driving or renting the vehicle at the time the infraction occurred; or
3. In lieu of identifying the vehicle operator, the rental car business may pay the applicable penalty.

Timely mailing of this statement to the peace officer, or other City employee authorized to review citations under RCW 46.63.030, relieves a rental car business of any liability under this Chapter 11.31 for the notice of infraction.

* * *

E. In a traffic infraction case involving an infraction detected through the use of an automated traffic safety camera, proof that the particular vehicle described in the notice of traffic infraction was in violation of Section 11.50.070, Section 11.50.140, Section 11.50.150, Section 11.50.250, Section 11.50.260, Section 11.52.040, Section 11.52.100, Section 11.53.190, Section 11.53.230, Section 11.58.272, Section 11.58.295, Section 11.72.040, Section 11.72.080, or Section 11.72.210 or a restricted lane violation, together with proof that the person named in the notice of traffic infraction was at the time of the violation the registered owner of

the vehicle, constitutes in evidence a prima facie presumption that the registered owner of the vehicle was the person in control of the vehicle at the point where, and for the time during which, the violation occurred. This presumption may be overcome only if the registered owner states, under oath, in a written statement to the court or in testimony before the court that the vehicle involved was, at the time, stolen or in the care, custody, or control of some person other than the registered owner.

Section 4. Section 11.31.121 of the Seattle Municipal Code, last amended by Ordinance 127141, is amended as follows:

11.31.121 Monetary penalties-Parking infractions

The base monetary penalty for violation of each of the numbered provisions of the Seattle Municipal Code listed in the following table is as shown, unless and until the penalty shown below for a particular parking infraction is modified by Local Rule of the Seattle Municipal Court adopted pursuant to the Infraction Rules for Courts of Limited Jurisdiction ("IRLJ") or successor rules to the IRLJ:

Municipal Code reference	Parking infraction short description	Base penalty amount
* * *		
11.50.150	RED ARROW CAMERA VIOLATIONS	\$139
11.50.250	SIGNAL INDICATING APPROACH OF TRAIN VIOLATION	\$139
11.50.260	STOP RAILROAD GRADE CROSSING VIOLATION	\$139
* * *		
11.53.230	HIGH OCCUPANCY VEHICLE LANE VIOLATION CAMERA VIOLATION	\$75
11.58.272	APPROACHING EMERGENCY OR WORK ZONE VIOLATION	\$237
11.58.295	FERRY QUEUE VIOLATIONS	\$75
* * *		

Section 5. Section 11.50.570 of the Seattle Municipal Code, last amended by Ordinance 126892, is amended as follows:

11.50.570 Automated traffic safety cameras

A. Automated traffic safety cameras may be used to detect one or more of the following ~~((: stoplight, railroad crossing, school speed zone violations, violations included in subsection 11.50.570.H for the duration of the pilot program authorized under subsection 11.50.570.H, maximum speed limit violations in school walk, park, and hospital zones as permitted by state law, or, consistent with RCW 46.63.170(1)(d)(i), on streets that are either designated as a priority location in a road safety plan submitted to the state, show a significantly higher rate of collisions than the City average over a period of at least three years prior to installation and other speed reduction measures are not feasible or have not been sufficiently effective at reducing travel speeds, or is a street designated by ordinance as a race zone. Except as provided in subsection 11.50.570.H, use of automated traffic safety cameras is restricted to the following locations only))~~ as authorized under RCW 46.63.210 through 46.63.260:

1. ~~((Intersections))~~ Stoplight violations at intersections of two or more arterials with traffic control signals that have yellow change interval durations in accordance with Section 11.50.130, which interval durations may not be reduced after placement of the cameras;
2. Railroad crossings violations to detect instances when a vehicle fails to stop when facing an activated railroad grade crossing control signal;
3. ~~((School))~~ Speed violations within school speed zones as described in RCW 46.61.440(1) and 46.61.440(2);
4. ~~((School))~~ Speed violations within school walk areas as defined in RCW 28A.160.160 or roadways within a one-mile radius of a school that students use to travel to school by foot, bicycle, or other means of active transportation;
5. ~~((Public))~~ Speed violations within public park speed zones, defined as the marked area within public park property and extending 300 feet from the border of the public park property (a) consistent with active park use; and (b) where signs are posted to indicate the location is within a public park speed zone;

6. ~~((Hospital))~~ Speed violations within hospital speed zones, defined as the marked area within hospital property and extending 300 feet from the border of the hospital property (a) consistent with hospital use; and (b) where signs are posted to indicate the location is within a hospital speed zone, where "hospital" has the same meaning as in RCW 70.41.020; ~~((and))~~

7. ~~((Additional speed detection))~~ Speed violations at additional locations that ~~((meet any of the criteria in RCW 46.63.170(1)(d).))~~ experience higher crash risks due to excessive vehicle speeds consistent with RCW 46.63.250(3);

8. Violations of designations by the Washington Department of Transportation, the Director of Transportation, or the Traffic Engineer reserving all or any portion of a street or highway, including any lane or ramp, for the exclusive or preferential use of transit coaches or other public transportation vehicles or carpools, under Section 11.53.230. As used in this subsection 11.50.570.A.8: "public transportation vehicle" means any motor vehicle, streetcar, train, trolley vehicle, ferry boat, or any other device, vessel, or vehicle that is owned or operated by a transit authority or an entity providing service on behalf of a transit authority that is used for the purpose of carrying passengers and that operates on established routes; and "transit authority" has the meaning provided in RCW 9.91.025;

9. Violations of one or more of Sections 11.50.070, 11.53.190, 11.72.040, 11.72.080, or 11.72.210;

10. Speed violations within roadway work zones, except that a notice of infraction may only be issued if an automated traffic safety camera captures a speed violation when workers are present;

11. Speed violations along state highways within city limits that are designated as city streets under chapter 47.24 RCW; and

12. In consultation with the Washington Department of Transportation, ferry queue violations under RCW 46.61.735.

~~((B. Automated traffic safety cameras may be used to detect other violations as authorized by and~~

~~subject to the restrictions imposed by the Washington State Legislature.~~

~~C. Before adding additional automated traffic safety cameras or relocating any existing camera, the City Council))~~ B. Consistent with RCW 46.63.220, before the City adds or relocates an automated traffic safety camera at a new location, the Seattle Department of Transportation must prepare an analysis of the locations within the City where automated traffic safety cameras are proposed to be located((. Beginning June 7, 2013, an annual report must be posted on the City's website of the number of traffic accidents that occurred at each location where an automated traffic safety camera is located as well as the number of notices of infraction issued for each camera and any other relevant information deemed appropriate. For automated traffic safety cameras authorized by RCW 46.63.170(1)(d)(i), the City must complete)) that includes an equity analysis that evaluates the impact of the camera placement on livability, accessibility, economics, education, and environmental health((, and shall consider the outcome of that analysis when identifying where to locate an automated traffic safety camera)). The analysis must show a demonstrated need for traffic cameras based on one or more of the following in the vicinity of the proposed camera location: travel by vulnerable road users, evidence of vehicles speeding, rates of collision, reports showing near collisions, and anticipated or actual ineffectiveness or infeasibility of other mitigation measures. In addition to RCW 46.63.220 requirements, the analysis should identify the physical traffic safety improvements considered for the proposed camera location and why they could not be deployed.

~~((D-))~~ C. Automated traffic safety cameras may only take pictures of the vehicle and vehicle license plate and only while an infraction is occurring. The picture must not reveal the face of the driver or of passengers in the vehicle. The primary purpose of camera placement is to take pictures of the vehicle and vehicle license plate when an infraction is occurring. Cameras should be installed in a manner that minimizes the impact of camera flash on drivers.

~~((E-))~~ D. Notwithstanding any other provision of law, all photographs, microphotographs, or electronic

images, prepared under this Section 11.50.570 are for the exclusive use of law enforcement in the discharge of duties under this Section 11.50.570 and are not open to the public and may not be used in a court in a pending action or proceeding unless the action or proceeding relates to a violation under this Section 11.50.570. No photograph, microphotograph, or electronic image((;)) may be used for any purpose other than enforcement of violations under this Section 11.50.570 nor retained longer than necessary to enforce this Section 11.50.570.

((F-)) E. All locations where an automated traffic safety camera is used must be clearly marked by placing signs at least 30 days prior to activation of the camera ((by placing signs)) in locations that clearly indicate to a driver that either((:(i) That the)) : (a) the driver is within ((a school walk area, public park speed zone, or hospital speed zone)) an area where automated traffic safety cameras are authorized; or (((ii) that he or she)) (b) the driver is entering ((a zone where traffic laws)) an area where violations are enforced by an automated traffic safety camera. The signs must be readily visible to a driver approaching an automated traffic safety camera. Signs placed in automated traffic safety camera locations after June 7, 2012, must follow the specifications and guidelines under the ((manual of uniform traffic control devices))Manual on Uniform Traffic Control Devices for streets and highways as adopted by the Washington Department of Transportation under chapter 47.36 RCW.

((G-)) F. The compensation paid to the manufacturer or vendor of automated traffic safety camera program equipment used must be based only upon the value of the equipment and services provided or rendered in support of the system, and may not be based upon a portion of the fine or civil penalty imposed or the revenue generated by the equipment.

((H-

~~1. The Seattle Department of Transportation is authorized to create a pilot program authorizing automated traffic safety cameras to be used to detect a violation of one or more of Sections 11.50.070, 11.53.190, 11.53.230, 11.72.040, 11.72.080, or 11.72.210 or a restricted lane violation. Under the pilot program, violations relating to stopping at intersections or crosswalks may only be enforced at the 20 intersections where~~

~~the Seattle Department of Transportation would most like to address safety concerns related to stopping at intersections or crosswalks.~~

~~2. Except where specifically exempted, all of the rules and restrictions applicable to the use of automated traffic safety cameras in this Section 11.50.570 and Section 11.31.090 apply to the use of automated traffic safety cameras in the pilot program established in this subsection 11.50.570.H.~~

~~3. As used in this subsection 11.50.570.H, "public transportation vehicle" means any motor vehicle, streetcar, train, trolley vehicle, ferry boat, or any other device, vessel, or vehicle that is owned or operated by a transit authority or an entity providing service on behalf of a transit authority that is used for the purpose of carrying passengers and that operates on established routes. "Transit authority" has the meaning provided in RCW 9.91.025.~~

~~4. Use of automated traffic safety cameras as authorized in this subsection 11.50.570.H is restricted to the following locations only: locations authorized in subsection 11.50.570.A; and midblock on arterials. Additionally, the use of automated traffic safety cameras as authorized in this subsection 11.50.570.H is further limited to the following:~~

~~a. The portion of state local roadways in downtown areas of Seattle used for office and commercial activities, as well as retail shopping and support services, and that may include mixed residential uses;~~

~~b. The portion of state and local roadways in areas in Seattle within one-half mile north of the boundary of the area described in subsection 11.50.570.H.4.a;~~

~~c. Portions of roadway systems in Seattle that travel into and out of the portion in subsection 11.50.570.H.4.b that are designated by the Washington State Department of Transportation as noninterstate freeways for up to 4 miles; and~~

~~d. Portions of roadway systems in Seattle connected to the portions of the noninterstate freeways identified in subsection 11.50.570.H.4.c that are designated by the Washington State Department of~~

~~Transportation as arterial roadways for up to one mile from the intersection of the arterial roadway and the noninterstate freeway.~~

~~5. Automated traffic safety cameras may not be used on an on-ramp to an interstate.~~

~~6. Beginning January 1, 2021, for an infraction generated through the use of an automated traffic safety camera authorized in this subsection 11.50.570.H, if the registered owner of the vehicle has:~~

~~a. No prior infractions generated under this subsection 11.50.570.H, a warning notice with no penalty shall be issued to the registered owner of the vehicle for a violation.~~

~~b. One or more prior infractions generated under this subsection 11.50.570.H, a notice of infraction shall be issued, in a manner consistent with Section 11.31.090, to the registered owner of the vehicle for a violation. The penalty for the violation is \$75.~~

~~7. For infractions issued as authorized in this subsection 11.50.570.H, The City of Seattle shall remit monthly to the state of Washington 50 percent of the noninterest money received under this subsection 11.50.570.H in excess of the cost to install, operate, and maintain the automated traffic safety cameras for use in the pilot program. Money remitted under this subsection 11.50.570.H.7 to the State Treasurer shall be deposited in the Cooper Jones Active Transportation Safety Account. The remaining 50 percent retained by The City of Seattle shall be used only for improvements to transportation that support equitable access and mobility for persons with disabilities.~~

~~8. A transit authority may not take disciplinary action, regarding a warning or infraction issued pursuant to this subsection 11.50.570.H, against an employee who was operating a public transportation vehicle at the time the violation that was the basis of the warning or infraction was detected.~~

~~I.~~

~~1. The Seattle Department of Transportation is authorized to install automated traffic safety cameras to detect speed violations pursuant to RCW 46.63.170(1)(d)(i). The speed violations that the cameras may detect include, but are not limited to, one or more violations of Sections 11.52.040, 11.52.060, 11.52.080,~~

~~11.52.100, 11.52.110, or 11.52.120.~~

~~2. Except where specifically exempted, all of the rules and restrictions applicable to the use of automated traffic safety cameras in this Section 11.50.570 and Section 11.31.090 apply to speed detection enforcement as established in this subsection 11.50.570.I.~~

~~3. As used in this subsection 11.50.570.I, "school walk area" includes any roadway identified in a school walk area as defined in RCW 28A.160.160.~~

~~4. As used in this subsection 11.50.570.I, "public park speed zone" means the marked area within public property and extending 300 feet from the border of the public park property: (I) consistent with active park use; and (II) where signs are posted to indicate the location is within a public park speed zone.~~

~~5. As used in this subsection 11.50.570.I, "hospital speed zone" means the marked area within hospital property and extending 300 feet from the border of hospital property: (I) consistent with hospital use; and (II) where signs are posted to indicate the location is within a hospital speed zone, where "hospital" has the same meaning as in RCW 70.41.020.~~

~~6. After completing and considering locations based on the outcomes of an equity analysis that evaluates livability, accessibility, economics, education, and environmental health, the City may operate one additional automated traffic camera for speed detection and enforcement, plus one additional camera for every 10,000 Seattle residents, for locations that meet one of the following criteria as defined in RCW 46.63.170(1) (d)(i):~~

~~a. The Seattle Department of Transportation has identified it as a priority location in a road safety plan submitted to the Washington State Department of Transportation and where other speed reduction measures are not feasible or have not been sufficiently effective at reducing travel speed; or~~

~~b. Locations with a significantly higher rate of collisions than the city average over a period of at least three years prior to installation, and other speed reduction measures are not feasible or have not been sufficiently effective at reducing travel speed; or~~

~~e. An area within the city limits designated by ordinance as a zone subject to specified restrictions and penalties on racing and race attendance.~~

~~7. Beginning on the effective date of this ordinance, a warning notice with no penalty shall be issued to the registered owner of the vehicle for a violation generated through the use of an automated traffic safety camera authorized in this subsection 11.50.570.I, if the registered owner of the vehicle has no prior infractions generated under this subsection 11.50.570.I.~~

~~8. For automated traffic safety cameras used to detect speed violations on roadways identified in a school walk area, speed violations in public park speed zones, speed violations in hospital speed zones, or other speed violations in this subsection 11.50.570.I, the City shall remit monthly to the state 50 percent of the noninterest money received for infractions issued by those cameras in excess of the cost to administer, install, operate, and maintain the automated traffic safety cameras, including the cost of processing infractions. Money remitted under this subsection 11.50.570.I to the state treasurer shall be deposited in the state Cooper Jones Active Transportation Safety Account. This subsection 11.50.570.I.8 does not apply to automated traffic safety cameras authorized for stoplight, railroad crossing, or school speed zone violations.))~~

G. Beginning on the effective date of this ordinance, a warning notice with no penalty shall be issued to the registered owner of the vehicle for an automated traffic safety camera violation listed under subsections 11.50.570.A within the first 30 days of operation of a newly located or relocated automated traffic safety camera.

Section 6. Pursuant to ESHB 2384, enacted as Chapter 307, Laws of 2024, Section 11.50.580 of the Seattle Municipal Code, enacted by Ordinance 126869, is repealed:

~~((11.50.580 Designation of restricted racing zones~~

~~Pursuant to RCW 43.63.170(1)(d)(i)(C), the following streets are designated as restricted racing and race attendance zones subject to automated camera enforcement to detect maximum speed limit violations:~~

~~A. Alki Ave SW between 63rd Ave SW and Harbor Ave SW.~~

- ~~B. Harbor Ave SW between Alki Ave SW and SW Spokane St.~~
- ~~C. West Marginal Way SW between SW Spokane St and 2nd Ave SW.~~
- ~~D. Sand Point Way NE between 38th Ave NE and NE 95th St.~~
- ~~E. NE 65th St between Sand Point Way NE and Magnuson Park.~~
- ~~F. Roadways inside Magnuson Park including, but not limited to, NE 65th St and Lake Shore Dr NE.~~
- ~~G. Seaview Ave NW between Golden Gardens Park and 34th Ave NW.~~
- ~~H. 3rd Ave NW between Leary Way NW and N 145th St.~~
- ~~I. Martin Luther King Jr Way S between S Massachusetts St and S Henderson St.~~
- ~~J. Rainier Ave S from S Jackson St south to the city limits.))~~

Section 7. The Council requests that the Seattle Department of Transportation review and evaluate the following locations for deployment of automated traffic safety cameras authorized under Seattle Municipal Code subsection 11.50.570.A:

- A. Alki Ave SW between 63rd Ave SW and Harbor Ave SW.
- B. Harbor Ave SW between Alki Ave SW and SW Spokane St.
- C. West Marginal Way SW between SW Spokane St and 2nd Ave SW.
- D. Sand Point Way NE between 38th Ave NE and NE 95th St.
- E. NE 65th St between Sand Point Way NE and Magnuson Park.
- F. Roadways inside Magnuson Park including, but not limited to, NE 65th St and Lake Shore Dr NE.
- G. Seaview Ave NW between Golden Gardens Park and 34th Ave NW.
- H. 3rd Ave NW between Leary Way NW and N 145th St.
- I. Martin Luther King Jr Way S between S Massachusetts St and S Henderson St.
- J. Rainier Ave S from S Jackson St south to the city limits.

Section 8. Section 1 of Ordinance 124230, last amended by Ordinance 125206, is amended as follows:

Section 1. A new ((~~School Safety Traffic and Pedestrian Improvement~~)) Automatic Traffic

Camera Safety Fund is ~~((hereby))~~ created in the City Treasury upon the effective ((January 1, 2016)) date of this ordinance, to which revenues may be deposited, and from which associated expenditures may be paid including, but not limited to, operating, maintenance, capital and City administration costs for the purposes described in Section 2 ~~((below))~~ of this ordinance.

Section 9. Section 2 of Ordinance 124230, last amended by Ordinance 125206, is amended as follows:

Section 2. The purpose of creating the ~~((School Safety Traffic and Pedestrian Improvement))~~ Automatic Traffic Camera Safety Fund is to separately account for the revenues generated by ~~((the school zone fixed automated cameras and automated traffic safety cameras (also known as red light safety cameras)))~~ automatic traffic safety cameras authorized under Section 11.50.570 of the Seattle Municipal Code.

Section 10. Section 3 of Ordinance 124230, last amended by Ordinance 125206, is amended as follows:

Section 3. The new ~~((School Safety Traffic and Pedestrian Improvement))~~ Automatic Traffic Camera Safety Fund shall receive ~~((all revenues from fixed automated school zone camera fines and civil penalties,))~~ 20 percent of revenues from ~~((automated traffic safety cameras (also known as red light safety cameras,)))~~ cameras that detect stoplight violations in accordance with Section 11.50.130 of the Seattle Municipal Code, all revenues from all other automatic traffic safety camera types authorized in Section 11.50.570 of the Seattle Municipal Code, and other monies as authorized by ordinance. The Fund shall receive earnings on its positive balances and pay interest on its negative balances.

Section 11. Section 4 of Ordinance 124230, last amended by Ordinance 125206, is amended as follows:

Section 4. The Director of the Seattle Department of Transportation shall have responsibility for administering the ~~((School Safety Traffic and Pedestrian Improvement))~~ Automatic Traffic Camera Safety Fund. The Director of Finance is authorized to create other ~~((Subfunds, Accounts, or Subaccounts))~~ other accounts within the Automatic Traffic Safety Fund as may be needed or appropriate to implement the Fund's purpose and intent as established by this ordinance as amended.

Section 12. The Seattle Police Department, the Seattle Municipal Court, and the Seattle Department of Transportation shall not disclose automated traffic safety camera data in response to a records request made under the Public Records Act (chapter 42.56 RCW), or otherwise publicly disclose automated traffic safety camera data in a manner that links a license plate to a time, date, or location, unless required to do so by court order or applicable law. The departments' legal counsel shall promptly notify the City Council's legislative legal counsel of any such court order or applicable law.

Section 13. The Council requests that the Seattle Police Department include in any contract with a vendor for the implementation of automated traffic safety camera technology terms: 1) requiring the vendor to immediately notify SPD if the vendor receives a warrant or subpoena seeking automated traffic safety camera data for any purpose, including purposes related to reproductive healthcare or gender-affirming medical services; and, 2) requiring the vendor to retain legal counsel to challenge any such warrant or subpoena and advise of outcome or existence of warrant after expiration. SPD shall notify the Council upon receipt of information related to a vendor warrant or subpoena described above.

Section 14. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the _____ day of _____, 2025, and signed by
me in open session in authentication of its passage this _____ day of _____, 2025.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2025.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2025.

Scheereen Dedman, City Clerk

(Seal)

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
SDOT	Bill LaBorde	Aaron Blumenthal

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to automated traffic safety cameras; establishing additional uses for automated traffic safety cameras to increase safety; authorizing qualified civilian employees to review violations detected by traffic cameras; updating finance and fund policies related to the use of camera revenues; amending Ordinance 124230; amending Sections 5.82.010, 11.31.020, 11.31.090, 11.31.121, and 11.50.570 of the Seattle Municipal Code; and repealing Section 11.50.580 of the Seattle Municipal Code.

Summary and Background of the Legislation: This legislation amends Seattle Municipal Code provisions regarding use of automated traffic safety cameras to align with changes in state law that went into effect in June of 2024, after the state legislature passed Engrossed Substitute House Bill 2384 earlier that year.

The new state law consolidated several provisions of the Revised Code of Washington (RCW) that had been enacted over the previous 20 years governing local use of several camera types, including red light and school speed zone cameras, along with newer camera types originally authorized by the legislature under the Move Ahead Washington Act, such as Park, Hospital and School Walk Zone cameras. The 2024 law also permanently authorized a 2019 pilot program that allowed the City of Seattle to enforce block-the-box, transit lane and other restricted lane provisions in the SMC Traffic Code with automated cameras. The new state law also authorizes trained police and transportation employees to review violations detected by traffic safety cameras, repealed authority for enforcing designated racing zone cameras and modified certain provisions governing the use of revenues collected through camera violations.

This legislation would align City code with the new state law by revising several provisions to SMC, including: (1) authorizing review of camera violations by trained SPD and SDOT employees, in addition to commissioned police officers; (2) aligning categories of camera enforcement authority in SMC with those in the newly enacted RCW 46.63.220; (3) repealing temporary pilot language no longer in effect after passage of ESHB 2384 so that the block-the-box and restricted lane cameras are a permanent program in SMC; (4) repealing racing zone enforcement provisions no longer authorized under the new state law; (5) adding or modifying penalty amounts that were changed or newly authorized by passage of ESHB 2384; (6) revising SMC Financial policies governing use of camera revenues to reflect the removal of pilot program restrictions and other changes under ESHB 2384; and (7) creating the Automatic Traffic Camera Safety Fund to replace the School Safety Traffic and Pedestrian Improvement Fund and reflect the repeal of fund restrictions specific to the block-the-box and restricted lane pilot program.

During the May 5, 2025, Transportation Committee, this legislation was amended as follows:

- Amendment 2 requested that SDOT evaluate previous restricted racing zone locations for camera deployment.
- Amendment 3 revised financial policies to clarify that authorized camera revenue spending for operations and maintenance was explicitly for traffic safety and vision zero; and provided guidance that camera revenues should be spent in the communities and locations where the cameras are located.
- Amendment 4 extended the 30-day warning period to all cameras (including school zone cameras)
- Amendment 5 emphasized the consideration of physical traffic safety mitigation measures in the analysis of potential camera locations.
- Amendment 6 restricts public disclosure of camera data and adds privacy and notification requirements for camera contracts.

These amendments do not substantively change the analysis included in this Summary and Fiscal Note.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City? ☒ Yes ☐ No

Expenditure Change (\$); General Fund	2025	2026 est.	2027 est.	2028 est.	2029 est.
Expenditure Change (\$); Other Funds	2025	2026 est.	2027 est.	2028 est.	2029 est.

Revenue Change (\$); General Fund	2025	2026 est.	2027 est.	2028 est.	2029 est.
Revenue Change (\$); Other Funds	2025	2026 est.	2027 est.	2028 est.	2029 est.
	\$2,000,000				

Number of Positions	2025	2026 est.	2027 est.	2028 est.	2029 est.
Total FTE Change	2025	2026 est.	2027 est.	2028 est.	2029 est.

3.a. Appropriations

☐ This legislation adds, changes, or deletes appropriations.

3.b. Revenues/Reimbursements

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

Anticipated Revenue/Reimbursement Resulting from This Legislation:

Fund Name and Number	Dept	Revenue Source	2025 Revenue	2026 Estimated Revenue
ATSC Fund (18500)	SDOT	Automated Enforcement Cameras	\$2,000,000	\$0
TOTAL			\$2,000,000	

Revenue/Reimbursement Notes: Changes in revenue restrictions, financial policies, revenues, and appropriations related to deployment of new cameras will be appropriated in future budget legislation.

3.c. Positions

☐ This legislation adds, changes, or deletes positions.

3.d. Other Impacts

Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts.

This legislation would enact changes in financial policies regulating use of net revenues from Automated Traffic Safety Cameras and removes restrictions specific to the temporary pilot status of block-the-box and restricted lane cameras that are no longer required under the new state law. Changes in financial policies and conversion of the pilot camera program into a permanent program, along with deployment of new camera types, will produce additional revenues. Additional revenues, along with new appropriations necessary to deploy new camera types, will be addressed in future budget legislation.

If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.

Additional costs for new camera deployments authorized by this legislation, along with additional costs to SPD and Seattle Municipal Court related to higher volumes of camera

violations requiring review and adjudication, will be funded by camera revenues deposited into the ATSC fund.

Please describe any financial costs or other impacts of *not* implementing the legislation.

Traffic safety enforcement cameras have proven to be an effective tool in both Seattle and nationwide in reducing speeding and the crashes – often serious or fatal – that result from higher speeds. The financial impact, as well as the emotional impact, of such crashes would be difficult to quantify but are, nevertheless, high. Additionally, net camera revenues under the modified financial policies will allow the City further improve safety, especially to the most vulnerable travelers, through improving pedestrian infrastructure and engineering changes in the right-of-way that encourage safer driver behavior and improve access for people with disabilities.

Please describe how this legislation may affect any City departments other than the originating department.

SPD owns and manages the contract with the City’s ATSC vendor and is the lead agency responsible for reviewing camera violations in determining whether a citation can be issued. Seattle Municipal Court is responsible for adjudicating challenges to camera citations. While camera revenues will cover their costs, more cameras will equal higher costs to SPD and Seattle Municipal Court, as well as to SDOT.

4. OTHER IMPLICATIONS

- a. **Is a public hearing required for this legislation?** No
- b. **Is publication of notice with The Daily Journal of Commerce and/or The Seattle Times required for this legislation?** No
- c. **Does this legislation affect a piece of property?** No
- d. **Please describe any perceived implication for the principles of the Race and Social Justice Initiative.**
 - i. **How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**

As encouraged under state law, camera revenues that support safety improvements will be prioritized in high equity impact areas of the City. Historically, a disproportionate number of cameras have been sited in communities with higher proportions of people of color that are also lower income. SDOT now has policies in place requiring a more equitable distribution of cameras and, consistent, with state evaluates potential camera locations through a racial equity lens. As part of the overall analysis for determining new camera locations, a racial equity, as well as traffic, analysis is also now required under the new state law.

ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.

SDOT analyzed the Racial Equity impacts of the School Traffic Safety Camera Program as a major component of its response to Statement of Legislative Intent SDOT-304-A-001-2023 Regarding the Expansion of Automated Safety Programs, which can be found at: https://clerk.seattle.gov/~CFS/CF_322726.pdf/ As required under the new state law, all future potential camera locations will be analyzed through a traffic and equity analysis.

iii. What is the Language Access Plan for any communications to the public?

At a minimum, SDOT conducts outreach with translated materials or interpreters if 5% or more of a community speaks another language, or upon request. However, in practice, SDOT typically works with Dept of Neighborhood Community Based Liaisons, with relevant language skills on major programmatic or project initiatives, such as expansion of deployment of expanded camera programs. SDOT most frequently provides its outreach materials with translated information in the highest prevalence languages within a project area, or the City's 15 most prevalent languages for citywide outreach.

e. Climate Change Implications

i. Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.

Auto-enforcement cameras are proven to reduce driver speeds which strongly correlates with reduced vehicle emissions for traditional internal combustion engine vehicles. Reduced crash rates can also allow more people to feel safer walking, rolling and riding bikes to nearby destinations.

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

N/A

f. 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)? What mechanisms will be used to measure progress towards meeting those goals?

Expansion of the ATSC enforcement is intended to reduce the number and severity of crashes. SDOT tracks the number of serious and fatal crashes. SDOT will know whether the program is helping the City achieve its Vision Zero goals by measuring the rate of these crashes by camera location and citywide. For example, since the start of Seattle's School Speed Zone Camera program the City has seen a 71 percent drop in collisions at camera activation areas, a 64 percent drop in the average number of camera violations per day. 90 percent of people who receive and pay camera citations do not receive another citation.

- g. Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?**

No

5. ATTACHMENTS

Summary Attachments: None.

Amendment A to CB 120971 – Automated Camera Code Updates

Sponsor: Councilmember Hollingsworth

Revise financial policies to remove guidance directing spending of camera revenues in specific locations.

Effect: This amendment would amend the proposed camera financial policies to remove guidance language directing that camera revenue be spent in the communities and locations where the cameras are deployed. This language was previously added to the legislation during the May 6, 2025 Transportation Committee meeting (as part of adopted Amendment 3).

Amend Section 1 to revise proposed language in SMC 5.82.010.C as follows:

* * *

C. The Executive will propose appropriations for the items in subsections 5.82.010.A and 5.82.010.B in its annual budget submittal to the City Council based on the amount of automated traffic safety camera fines and civil penalties projected to be received in the prior budget year. The City Council anticipates that proposed appropriations will support traffic safety, accessibility, and Vision Zero investments~~((in the communities and locations where automated traffic safety cameras are deployed))~~.

* * *

Amendment B to CB 120971 – Automated Camera Code Updates

Sponsor: Councilmember Saka

Revise financial policies to direct camera funds to support sidewalk construction and repair;
reduce Red Light Camera contribution to the General Fund

Effect: This amendment would revise financial policies to direct 15 percent of all automated traffic safety camera revenue to the construction and repair of sidewalks. The amendment would also have the effect of reducing the contribution of Red Light Camera revenue to the General Fund from 80 percent to 70 percent.

Amend Section 1 to revise proposed language in SMC 5.82.010.B as follows:

* * *

B. Of the net proceeds generated annually by automated traffic safety camera fines and civil penalties that are available to the City after ~~((required contributions to the Washington State Cooper Jones account pursuant to RCW 46.63.170,))~~ covering the cost to administer, install, operate, expand, remove, relocate, and maintain automated traffic safety cameras, the following spending restrictions apply:

~~((1. School zone camera revenue: Funding in an amount equal to the revenue generated annually by school zone fixed automated camera fines and civil penalties will be spent for school traffic and pedestrian safety and directly related infrastructure projects; pedestrian, bicyclist, and driver education campaigns; and installation, administrative, enforcement, operations, and maintenance costs associated with the school zone fixed automated cameras.~~

~~2. Red))~~ 1. For red light camera revenue:

a. Funding~~((: Funding))~~~~((, funding))~~ in an amount equal to 15 percent ~~((20 percent))~~ of the revenue generated annually by fines and civil penalties for red light camera violations and red arrow camera violations will be spent for ~~((school))~~ safety, including traffic, student, bicycle, and pedestrian safety and directly related infrastructure projects; operational and

maintenance investments that support traffic safety and Vision Zero; transportation improvements that support equitable access and mobility for persons with disabilities; transportation projects designed to reduce vehicle speeds, as well as pedestrian, bicyclist, and driver education campaigns ((and installation, administrative, enforcement, operations, and maintenance costs associated with the red light and red arrow automated cameras)).

b. Funding in an amount equal to 15 percent of the revenue generated annually by fines and civil penalties for red light camera violations and red arrow camera violations will be spent on the construction of new sidewalks, sidewalk alternatives, and the repair of existing sidewalks. This funding shall not supplant other transportation funding for sidewalk construction, sidewalk alternatives, and sidewalk repair.

~~((3.))~~ 2. For all other automated traffic safety camera types authorized under subsection 11.50.570.A((1)):

a. Funding in an amount equal to 85 percent of the net revenues will be spent for safety, including traffic, student, bicycle, and pedestrian safety and directly related infrastructure projects; operational and maintenance investments that support traffic safety and Vision Zero; transportation improvements that support equitable access and mobility for persons with disabilities; transportation projects designed to reduce vehicle speeds, as well as pedestrian, bicyclist, and driver education campaigns.

b. Funding in an amount equal to 15 percent of the net revenues will be spent on construction of new sidewalks, sidewalk alternatives, and the repair of existing sidewalks. This funding shall not supplant other transportation funding for sidewalk construction, sidewalk alternatives, and sidewalk repair.

* * *



Legislation Text

File #: CB 120945, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE vacating the alley in Block 52, A. A. Denny's Extension to the Terry's 1st Addition, in the First Hill neighborhood, and accepting a Property Use and Development Agreement and acknowledging the Seattle City Light Easement, on the petition of North Block Spring Street Development LLC (Clerk File 314364).

WHEREAS, North Block Spring Street Development LLC, filed a petition under Clerk File 314364 to vacate the alley in Block 52, A. A. Denny's Extension to the Terry's 1st Addition; and

WHEREAS, following a March 6, 2018, public hearing on the petition, the Seattle City Council ("City Council") conditionally granted the petition on March 26, 2018; and

WHEREAS, as provided for in RCW 35.79.030 and Seattle Municipal Code Chapter 15.62, the Petitioner paid the City a vacation fee of \$2,500,000 on March 24, 2020, which is the full appraised value of the property; and

WHEREAS, a Seattle City Light easement recorded on December 1, 2023, with the King County Recorder's Office under Recording No. 20231201000638 grants Seattle City Light the right to operate and maintain underground facilities on the property; and

WHEREAS, a Property Use and Development Agreement recorded on May 17, 2024, with the King County Recorder's Office under Recording No. 20240517000066 commits the Petitioner and their successors to fulfill ongoing public-benefit obligations required as part of the vacation; and

WHEREAS, the Petitioner has met all conditions imposed by the City Council in connection with the vacation petition; and

WHEREAS, vacating the alley in Block 52, A. A. Denny's Extension to the Terry's 1st Addition is in the public interest; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The alley in Block 52, A. A. Denny's Extension to the Terry's 1st Addition, described below, is vacated:

THE ALLEY OF BLOCK 52, A.A. DENNY'S PLAT OF AN EXTENSION TO TERRY'S 1ST ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE(S) 86, IN KING COUNTY, WASHINGTON;

THE ABOVE DESCRIBED CONTAINING AN AREA OF 3,843 SQUARE FEET OR 0.0882 ACRES, MORE OR LESS

Section 2. The Property Use and Development Agreement, King County Recording No. 20240517000066, attached as Exhibit 1 to this ordinance is accepted.

Section 3. The Seattle City Light Easement, King County Recording No. 20231201000638, attached as Exhibit 2 to this ordinance is acknowledged.

Section 4. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the _____ day of _____, 2025, and signed by me in open session in authentication of its passage this _____ day of _____, 2025.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2025.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2025.

Scheereen Dedman, City Clerk

(Seal)

Exhibits:

Exhibit 1 - Property Use and Development Agreement

Exhibit 2 - Seattle City Light Easement

When Recorded, Return to:
McCullough Hill Leary, P.S.
Attn: Jessie Clawson
701 5th Avenue, Suite 6600
Seattle, WA 98104

PROPERTY USE AND DEVELOPMENT AGREEMENT

Grantor:	North Block Spring Street Development LLC
<input type="checkbox"/> Additional on page _____	
Grantee:	City of Seattle
<input type="checkbox"/> Additional on page _____	
Legal Description (abbreviated):	LOTS 1, 4, 5, 6, 7 AND 8, BLOCK 52, A.A. DENNY'S EXTENSION TO TERRY'S 1ST ADD. VOL. 1, PG 86.
<input checked="" type="checkbox"/> Additional on:	<u>Exhibit A</u>
Assessor's Tax Parcel ID #:	1979200070, 1979200080, 1979200065, 1979200046, 1979200045
Reference Nos. of Documents Released or Assigned:	N/A

PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT is executed this date in favor of the City of Seattle, a municipal corporation ("City"), by North Block Spring Street Development LLC, a Delaware limited liability company ("Owner").

WHEREAS, on March 6, 2018, the Sustainability and Transportation Committee of the Seattle City Council held a public hearing on the vacation petition; and

WHEREAS, on March 26, 2018, the Seattle City Council granted preliminary approval of the vacation petition, subject to conditions; and

WHEREAS, Owner completed development activity authorized under the alley vacation approval before March 26, 2023;

WHEREAS, Owner is the current owner of the building and associated improvements (the "Property") existing on the land legally described on Exhibit A attached hereto (the "Land"); and

WHEREAS, Owner is executing this Property Use and Development Agreement (the "Agreement" or "PUDA") to ensure compliance with any on-going conditions of the vacation approval subsequent to passage of the vacation ordinance; and

NOW, THEREFORE, Owner covenants, bargains, and agrees on behalf of themselves, their successors, and assigns as follows:

Section 1. The conditions passed by the City Council on March 26, 2018 specified the following conditions of approval:

- A. The vacation is granted to allow the Petitioner to build a project substantially in conformity with the project presented to the City Council and for no other purpose. The project must be substantially in conformity with the proposal reviewed by the City Council.
- B. All street improvements shall be designed to City standards, as modified by these conditions to implement the Public Benefit requirements, and be reviewed and approved by the Seattle Department of Transportation through s Street Improvement Permit.
- C. A Property Use and Development Agreement, public access easement, or other binding mechanism shall be required to outline the design, use, maintenance, programming, and other obligations related to the private alley or woonerf proposed. Such agreement between Town Hall and North Block shall be completed prior to the issuance of the Certificate of

Occupancy for the North Block. The agreement relating to the private alley and access to the site is in addition to obligations related to public benefit features and shall also include the following provisions:

- The total width varies from 16 feet to 20 feet.
 - Two-way vehicle traffic is accommodated, though the alley way will be signed as a south-bound one-way facility for vehicle traffic.
 - A 5-foot wide elevated pedestrian sidewalk is located on the west side of the south half of the alley way, to facilitate pedestrian access up the existing slope of the site.
 - Signage is provided at the Seneca Street entrance to the alley way indicating its vehicular use for loading/drop-off only.
 - Signage is provided at the Spring Street entrance to the alley indicating no entry for vehicles.
 - Special paving is provided in accordance with the Petitioner's proposal to the Design Commission.
 - Bollards are installed along the Town Hall frontage of the alley way to protect pedestrian access to the west entrances of Town Hall.
 - Pedestrian lighting is provided.
- D. The utility issues shall be resolved to the full satisfaction of the affected utility prior to the approval of the final vacation ordinance. Prior to the commencement of any development activity on the site, the Petitioner shall work with the affected utilities and provide for the protection of the utility facilities. This may include easements, restrictive covenants, relocation agreements, or acquisition of the utilities, which shall be at the sole expense of the Petitioner. Utilities impacted may include:
- Enwave;
 - Qwest/Century Link/Lumen; and
 - Seattle City Light.
- E. It is expected that development activity will commence within approximately 18 months of this approval and that development activity will be completed within 5 years. In order to ensure timely compliance with the conditions imposed by the City Council the Petitioner shall provide the Seattle Department of Transportation with Quarterly Reports, following Council approval of the vacation, providing an update on the development activity, schedule, and progress on meeting the conditions. The Petitioner shall not request or be issued a Final Certificate of Occupancy (C of O) for the project until SDOT has determined that all conditions have been satisfied and all fees have been paid as applicable.

- F. In addition to the conditions imposed through the vacation process, the project, as it proceeds through the permitting process, is subject to SEPA review and to conditioning pursuant to various City codes and through regulatory review processes including SEPA.
- G. Free speech activities such as hand billing, signature gathering, and holding signs, all without obstructing access to the space, the building, or other adjacent amenity features, and without unreasonably interfering with the enjoyment of the space by others, shall be allowed within these vacation public benefit features. While engaged in allowed activities, members of the public may not be asked to leave for any reason other than conduct that unreasonably interferes with the enjoyment of the space by others. Signage clearly identifying public access and allowed free speech activities is required at the public open space elements and shall require the review and approval of SDOT Street Vacations. Signage shall be consistent with signage provided for public amenity space, if any, on the site. Any violation of these conditions will be enforced through Chapter 15.90 of the Seattle Municipal Code.
- H. The Petitioner shall develop and maintain the public benefit elements as defined by the City Council. A Property Use and Development (PUDA) or other binding mechanism shall be required to ensure that the public benefit elements remain open and accessible to the public and shall establish the hours of public access for the various public benefit spaces, with temporary closures permitted for reasons such as maintenance, safety, or private functions and to outline future maintenance obligations of the improvements. Signage clearly identifying public access is required at the public open space elements and shall require the review of SDOT Street Vacations. The final design of the public benefit elements shall require the review and approval of SDOT Street Vacations.

The public benefit requirements include the following features as well as corresponding development standards, including approximate square footage dimensions, which shall be outlined in the PUDA:

Public Benefit	Description	Approximate Value	Code Req'd?
1. Public Plaza	<i>5,500 SF Public Plaza Open Space, includes: 2,500 SF special paving 1,105 SF terraced planting 2 existing trees preserved 3 new trees</i>	\$4,800,000	No

	845 SF seating lawn 25 LF wood benches 200 SF wood platform Lighting-tree lights, pedestrian poles, bollard lights, bench lights, handrail lights		
2. Town Hall Improvements	Contribution for 3,000 SF of sidewalk improvements along Seneca Street + 8 th Avenue 1,140 SF of new landscaping at south side of site 3,000 SF of Woonerf, includes special paving and bollards	\$50,000 \$97,000 \$204,000	No
3. ROW Improvements	Hubbell Place: 30 LF of underlit seating and pedestrian lights Seneca Street: 100 SF of special paving + 6 bike racks Spring Street: 145 SF of planting + 217 SF of special paving + 15 LF of underlit seating + 5 bike racks + pedestrian lights	\$135,000	No
4. Freeway Park Connection	Design contribution to intersection improvements Accessible curb ramp at northwest corner of Seneca and Hubbell	\$25,000 \$10,000	No

- I. The replacement of any of the Public Benefits shall be of similar quality in design and materials as the original. Significant changes to the streetscape or the required Public Benefits shall require prior approval by the Seattle Department of Transportation. Modified features shall maintain a substantially similar quality and character to the existing required design features.

Section 2. The development project currently on-site, as implemented by Master Use Permit number 3023101-LU, as amended, and building permits 6578497-PH and 6603266-CN, has constructed the “Public Benefits” outlined in Section 1 in the following manner, and as depicted in Exhibit B. The following Public Benefits, as constructed, are acceptable to the City:

- A. The entrance of the alley from Seneca Street is 16 feet wide. The alley widens to 20 feet until mid-block where it constricts back to 16 feet between the two towers and exits onto Spring Street.
- B. Pedestrian sidewalks were constructed on both the West and East sides of the Southern portion of the alley between the two towers. The West sidewalk is 5 feet wide and 106 feet long. The East sidewalk is 5 feet 6 inches wide and 117 feet long.
- C. The Southern portion of the alley is finished with stamped concrete (1,760 SF of area). The Northern portion of the alley adjacent to Town Hall is finished with special sand set pavers (3,070 SF of area). On the pedestrian sidewalks flanking both sides of the Southern portion of the alley there is a combined 1,420 SF of special sand set paving. In the plaza there are 2,450 SF of sand set pavers. In total this accounts for a combined 6,940 SF of special paving.
- D. 26 bollards with integrated lighting were installed in the alley by Town Hall.
- E. Total plaza size is 5,477 SF.
- F. Two existing trees were preserved, and three new trees were planted within the public plaza.
- G. 1,111 SF of terraced planting was installed along Hubbell, Seneca, and in the Southeast corner of the public plaza.
- H. A seating lawn of 845 SF is provided in the public plaza.
- I. Three wood benches, accounting for 28 LF, are provided in the public plaza.
- J. A 125 SF wood platform was installed. One of the two wood platforms (along Seneca St) was removed over concerns the footings would impact the health of an existing tree within the public plaza. Instead of the platform, 35 SF of wood seating was provided adjacent to the original platform location.
- K. The following lights were installed in the public plaza:
 - a. Pedestrian Light Post (4)
 - b. Illuminated Handrail (35 LF)
 - c. Submersible LED (20 LF)
 - d. Recessed Floor Wash Light (6)
 - e. LED Underlit Benches (28 LF)
 - f. LED Strip Lighting (44 LF)
 - g. Lit Bollards (5)
 - h. Tree Lights (8)
- L. The following lights were installed in the right of way along Spring Street:
 - a. Light Pole (4)
 - b. LED Underlit Benches (16 LF)
- M. The following lights were installed in the right of way along 8th Street:
 - a. Light Pole (3)
 - b. LED Underlit Benches (16 LF)
- N. The following lights were installed in the right of way along Hubbell Place:
 - a. Light Pole (2)
 - b. LED Underlit Benches (32 LF)
- O. One Light Pole was installed in the right of way along Seneca Street.

- P. Two post mounted signs located in the alley at the Seneca Street entrance indicating southbound one-way vehicular access.
- Q. Two signs located in the alley mounted on bollards indicating southbound vehicular traffic only.
- R. Three 8 ½" x 11" signs located in the Northwest, Southwest, and South corners of the public plaza identifying public access and allowed free speech activities.
- S. One sign mounted to planter wall in the alley indicating loading and unloading only
- T. Two post mounted signs located in the alley at the Spring Street entrance indicating no entry and southbound one way vehicular access only.
- U. Provided \$65,000 financial contribution to Town Hall for sidewalk construction and \$8,838.75 to Town Hall for shoring. Total town hall sidewalk SF along 8th and Seneca Street is 3,470 SF and construction of the new sidewalk was completed by Town Hall's contractor in 2019.
- V. 1,105 SF of landscaping was provided along the South elevation of Town Hall. Landscaping elements are 120 feet long running East-West.
- W. Four wood benches with built in lighting, accounting for 30 LF, are provided in the right of way along Hubbell Place.
- X. Six bike racks were installed in the right of way to the West of the alley entrance along Seneca Street.
- Y. 260 SF of special paving was installed at the entrance to the alley in the sidewalk along Seneca Street.
- Z. The following was provided in the right of way along Spring Street:
 - a. 205 SF of planting
 - b. 494 SF of special paving on the East side of the alley exit
 - c. 543 SF of special paving on the West side of the alley exit
 - d. Two wood benches with integrated lighting accounting for 16 LF of seating
 - e. 12 bike racks
- AA. Project wide, six trees were preserved, one replaced due to health concerns, and 22 new trees were planted.
- BB. Traffic signal and illumination plan (SDCI #3023101 & SDOT Project #334353) was provided for striping, ramping, and signalization at the intersection of Hubbell Place and Seneca Street. Accommodated revised signalization power requirements during construction at the request of Seattle City Light and Seattle Department of Transportation.
- CC. New pedestrian striping across Seneca Street and Hubbell (three crossings in total) were provided.
- DD. Three ADA ramps were provided at the intersection of Hubbell Place and Seneca Street.
- EE. Pedestrian signalization was provided at the northern two corners of the intersection of Hubbell Place and Seneca Street.
- FF. The following improvements were not able to be completed at the intersection of Hubbell Place and Seneca Street since the area in question is controlled by WSDOT and therefore not governed by SDOT issued SIP:

- a. Two ADA ramps at the southern portion of the intersection of Hubbell Place and Seneca Street.
 - b. Pedestrian signalization at the southern two corners of the intersection of Hubbell Place and Seneca Street.
- GG. In lieu of ADA ramps and pedestrian signalization at the intersection of Hubbell Place and Seneca Street the following enhancements were provided in the right of way in coordination with the Madison BRT project:
- a. At the corner of 8th Ave and Spring Street
 - i. Restoration of two ADA ramps
 - ii. Added curb and asphalt grading at corner due to ramp installation
 - iii. Three handholes
 - iv. Five conduit runs stubbed into street and capped
 - v. Foundation block outs for future traffic signal, pedestrian pedestal, and pedestrian push button
 - b. At the corner of Hubbell Place and Spring Street
 - i. Three handholes
 - ii. Four conduit runs stubbed into street and capped
 - iii. Foundation block outs for two pedestrian push buttons

Section 3. A Memorandum of Understanding (“MOU”) between Town Hall and the Petitioner is attached to this PUDA as Exhibit C. The MOU is intended to be a living document and amended or modified with the assent of the parties to the MOU to ensure the parties work together regarding the operation of the public benefit plaza. A permanent access easement has also been executed between Petitioner and Town Hall and has been recorded (see King County Records No. 20221206000619).

Section 4. Owner shall have the reasonable right to temporarily close, obstruct, limit access, or establish temporary hours of public access to the Public Benefits areas for: (1) construction, provided that any removed or permanently closed areas shall be replaced by Owner to the satisfaction of the City before the area is removed or permanently closed; (2) maintenance and repair; (3) temporary use for private functions by Owner, tenants or other occupants of the Property and users of Town Hall; (4) the maintenance of or security for the development or persons using the development; (5) other circumstances beyond Owner’s control; or (6) as Owner reasonably deems necessary to comply with any applicable law, regulation or order.

Section 5. Owner may adopt reasonable rules and regulations regarding the use of and access to the Public Benefits. The rules and regulations shall be consistent with this Agreement. A summary of the current rules and regulations, if rules are adopted, shall be posted in several visible locations.

Section 6. Free speech activities such as passing out of leaflets or brochures, signature gathering, and individuals holding signs, all without physically obstructing access to the Property or to other adjacent amenity features, and without unreasonably interfering with the use and enjoyment of the Property, shall be allowed within the Public Benefit areas described in

this Agreement. Nothing herein allows the posting of signs, painting, graffiti or pasting signs or handbills onto any improvements on the Property. Owner may remove and dispose of any signs or other property left on the Property. While lawfully engaged in allowed activities that do not interfere with use and enjoyment of the Property by others, members of the public may not be asked to leave because of their involvement with the allowed activities. Any violation of this Section may be enforced through Chapter 23.90 of the Seattle Municipal Code. Signage to this effect, as required by the City Council's conditional approval, is posted on the Property.

Section 7. This Agreement may be amended or modified by agreement between Owner and the City; provided any such amendment, per Council rules, shall be subject to approval by the City Council by ordinance. Nothing in this Agreement shall be construed as a surrender of the City's governmental powers.

Section 8. Owner reserves the right to use the Public Benefits areas for any purpose which does not interfere with the public's use rights established hereunder, including but not limited to the right to use the areas as described in this Agreement for Owner's purposes (including the right to use the areas by Owner's tenants, subtenants and other occupants), and the right to grant easements, provided the easements are consistent with the public's use rights established hereunder.

Section 9. Nothing in this Agreement shall constitute a public dedication of any portion of the Property or the Land or impose any restriction on any part of the Property or the Land other than the areas designated for the Public Benefits.

Section 10. The legal description of the Land on which the Property is located is set forth in Exhibit A to this Agreement, which is incorporated into this Agreement. An executed copy of this Agreement shall be recorded in the records of King County and the covenants contained herein shall attach to and run with title to the Property.

Section 11. This PUDA is made for the benefit of the City and the public. The City may institute and prosecute any proceeding at law or in equity to enforce this PUDA.

Section 12. If any covenant, condition, or restriction in this instrument or any portion is invalidated or voided, the invalidity or voidness shall in no way affect any other covenant, condition, or restriction.

Section 13. Upon the effective date of the vacation ordinance, Owner shall provide and thereafter maintain in full force and effect, commercial general liability insurance providing for a limit of not less than \$1,000,000 per occurrence for damages arising out of bodily injuries or death. The insurance policies obtained shall be issued by companies authorized to conduct business in Washington State and shall name the City as an additional insured. Owner shall provide evidence of insurance to the City Risk Manager at the City's reasonable request.

Section 14. Owner covenants and agrees to defend, indemnify, and hold harmless the City of Seattle, its officials, officers, employees, and agents from all liabilities, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses, resulting from any actual or alleged bodily injury including death or actual or alleged damage to property arising out of or in connection with the use or occupation of the Public Benefits during the term of its building ownership. Upon any transfer of building ownership, this obligation shall be binding on all successors and assigns. The indemnification obligations under this Agreement do not apply to any liabilities, claims, causes of action, judgments or expenses resulting from bodily injury or property damage caused by the negligence or intentional acts of the public or the City, or the City's officers, employees, elected officials, agents, or subcontractors.

Section 15. This Agreement shall be binding on Owner's successors and assigns. Owner and each future owner of the Property shall be bound to this Agreement only during the period of its ownership.

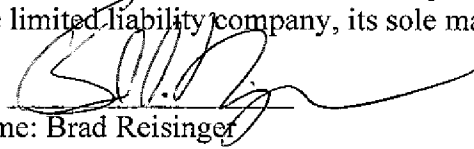
[Remainder of page intentionally left blank – Signature page follows]

DATED this 7 day of March, 2024.

NORTH BLOCK SPRING STREET DEVELOPMENT LLC,
a Delaware limited liability company

By: Lennar Multifamily BTC Venture GP Subsidiary, LLC,
a Delaware limited liability company, its manager

By: Lennar Multifamily BTC Venture Manager, LLC,
a Delaware limited liability company, its sole manager

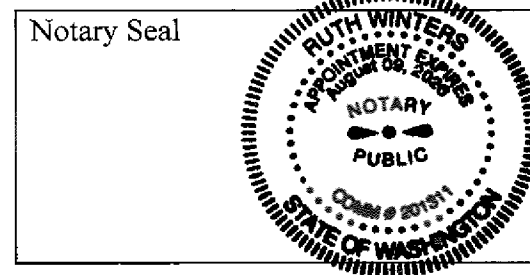
By: 
Name: Brad Reisinger
Title: Vice President

[Notary acknowledgement on attached page]

STATE OF WASHINGTON)
)SS.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Brad Reisinger is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Vice President of North Block Spring Street Development, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 7, 2024.



[Signature]
(Signature of Notary)
Ruth Winters
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: August 09, 2026

EXHIBIT A

Legal Description of the Property

LOTS 1, 4, 5, 6, 7 AND 8, BLOCK 52, A. A. DENNY'S PLAT OF AN
EXTENSION TO TERRY'S 1ST ADDITION TO THE CITY OF SEATTLE,
ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS,
PAGE 86, IN KING COUNTY, WASHINGTON;

EXCEPT THOSE PORTIONS CONDEMNED FOR PRIMARY STATE HIGHWAY NO. 1
IN KING COUNTY SUPERIOR COURT CAUSE NO. 576017.

EXHIBIT B

Site Depiction of Public Benefit Areas

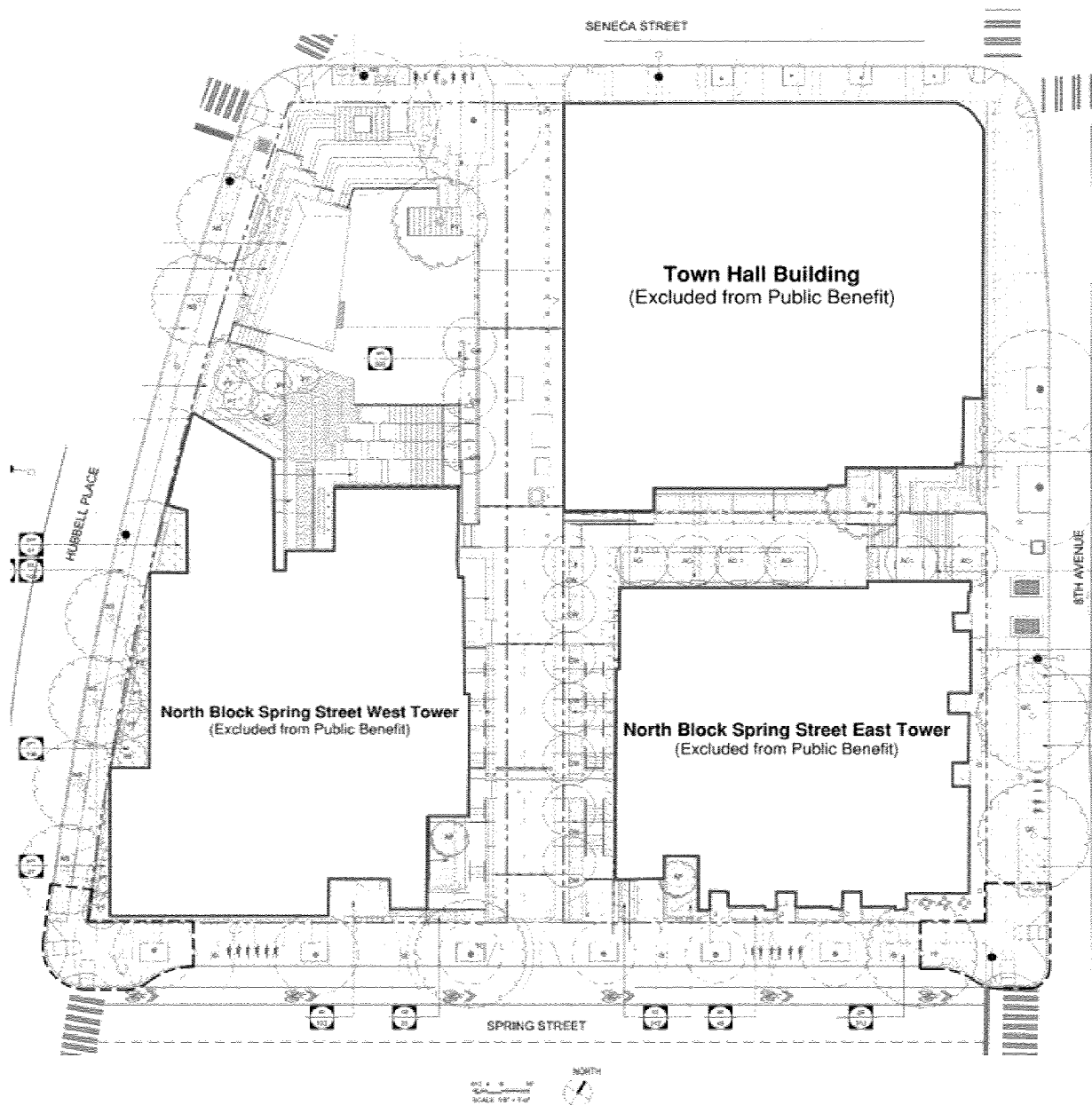


EXHIBIT C
MOU BETWEEN TOWN HALL AND PETITIONER

December 5, 2022

Mr. Wier Harman
Town Hall Association
1119 8th Ave
Seattle, WA 98101-2738

RE: Memorandum of Understanding – Operational Issues

Mr. Harman:

It has been a pleasure working with you and the Town Hall Association (“THA”) throughout the course of this project.

The intent of this Memorandum of Understanding (“MOU”) is to provide a broad outline of what each of our parties can expect as we collaborate to make the block a bright and vibrant part of the city.

1. **Permanent Access Agreement.** The PAA terms of agreement the entitlement phase but has yet to be executed. In general, it provides for the permanent access of the Town Hall building for purposes including but not limited to event loading and access for those requiring use of the elevator. The agreed form of the easement is attached. Ovation will provide a final legal description prior to recording.
2. **Use of the Plaza.** Per the terms of the Alley Vacation Ordinance, the Plaza is a “Free Speech Zone”, meaning that free speech that doesn’t impinge on the quiet use and enjoyment of others is protected and allowed at all times. The plaza is also designed and intended to be used by the neighborhood for passive and active events. Neighborhood groups may work with the Ovation property management group to organize events like farmers markets, book fairs, social gatherings, music events. Town Hall is welcome and encouraged to program events in the plaza. The management group’s principal function will be to try to minimize calendar conflicts among different functions and provide access (such as unlocking/removing bollards). It will not provide event coordination functions such as outdoor furniture rentals, staging or other logistics services. Events may be subject to a form agreement specifying the activity, duration, safety and insurance requirements as applicable.
3. **Joint Marketing.** Both parties intend to collaborate on signage facilitating Town Hall events and various Ovation resident functions. Town Hall and Ovation marketing personnel will be encouraged to work directly together to identify opportunities.

After six years, we’re finally getting to the good part. Looking forward to working with you all on this.

Sincerely,



Dan Shieder, Vice President



PERMANENT ACCESS EASEMENT AGREEMENT

When Recorded, Return to:

Stoel Rives LLP

600 University St, Suite 3600

Seattle, WA 98101

Attn: John S. Santa Lucia, Esq.

PERMANENT ACCESS EASEMENT AGREEMENT

Grantor: **NORTH BLOCK SPRING STREET DEVELOPMENT LLC**, a Washington limited liability company

Grantee: **TOWN HALL ASSOCIATION**, a Washington non-profit corporation

Legal Description of Grantor Property:

LOTS 1, 4, 5, 6, 7 AND 8, BLOCK 52, A.A. DENNY'S EXTENSION TO TERRY'S 1ST ADD. VOL. 1, PG 86.

Official Legal Description on Exhibit A.

Legal Description of Grantee Property:

LOTS 2 AND 3, BLOCK 52, A.A. DENNY'S EXTENSION TO TERRY'S 1ST ADD. VOL. 1, PG 86.

Official Legal Description on Exhibit B.

Assessor's Tax Parcel Account Number(s):

Grantor Property: 197920-0070; 197920-0080; 197920-0065; 197920-0046;
197920-0045

Grantee Property: 197920-0050

Reference Numbers of Documents Assigned or Released (if applicable): N/A

PERMANENT ACCESS EASEMENT AGREEMENT

THIS PERMANENT ACCESS EASEMENT AGREEMENT (this “**Agreement**”) is made as of the 5th day of December, 2022 (the “**Effective Date**”), by and between NORTH BLOCK SPRING STREET DEVELOPMENT LLC, a Washington limited liability company (hereinafter “**Grantor**”) and TOWN HALL ASSOCIATION, a Washington non-profit corporation (hereinafter “**Grantee**”).

RECITALS:

WHEREAS, Grantee is the owner of the real property generally located at 1119 8th Avenue, Seattle, Washington, more particularly described on Exhibit A attached hereto (collectively, the “**Grantee Property**”) and the building located thereon (the “**Town Hall Building**”); and

WHEREAS, Grantor is the owner of the real property adjacent to the Grantee Property within the city block bounded by 8th Avenue, Spring Street, Hubbell Place and Seneca Street, Seattle, Washington, more particularly described on Exhibit B attached hereto (the “**Grantor Property**”); and

WHEREAS, Grantor agrees to grant to Grantee a permanent access easement over portions of the Grantor Property subject to the terms and provisions hereinafter contained.

NOW, THEREFORE, for non-monetary consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Grant of Access Easement. Grantor hereby grants to Grantee and Grantee’s employees, licensees, invitees, patrons, agents, contractors, subcontractors and workmen (collectively, the “**Grantee Parties**”), in favor of the Grantee Property, a non-exclusive, permanent access easement (the “**Easement**”) over the portion of the Grantor Property described on Exhibit C hereto and generally depicted on Exhibit D hereto (the “**Easement Area**”), for use by the Grantee Parties for purposes of equipment loading and unloading, patron drop-off and pick-up (limited primarily to mobility-impaired patrons as more specifically set forth herein), emergency egress, ingress and egress for provision of standard building services (such as trash pick-up), maintenance of improvements located on the Grantee Property, and the installation and maintenance of utilities servicing the Grantee Property (collectively, “**Permitted Uses**”), all subject to the rules and regulations set forth on Exhibit E hereto (which rules and regulations shall be subject to change by written agreement of Owner from time to time without necessity of modifying this Agreement) (the “**Rules and Regulations**”), which Rules and Regulations are intended to minimize both (a) vehicular access through the Easement Area for purposes other than the Permitted Uses, and (b) extended blockage of the Easement Area by vehicles using the Easement Area for the Permitted Uses. While the Permitted Uses shall include drop-off and pick-up of patrons other than those that are mobility-impaired, Grantee shall be obligated to take

reasonable measures to minimize use of the Easement Area by such other patrons, including, without limitation, the inclusion of appropriate language in all invitations and other materials disseminated or otherwise made available to Grantee Parties in connection with events scheduled at the Town Hall Building, in whatever format (i.e., printed, on websites, electronically transmitted, etc.) identifying access locations on the north and/or west sides of the Town Hall Building (i.e., the sides of the building facing Seneca Street and/or 8th Avenue) as the designated drop-off and pick-up locations for all patrons other than those that are mobility-impaired.

2. Maintenance of Easement Area; Grantor's Use of Easement Area. Grantor shall be obligated, at its sole cost and expense, to maintain the Easement Area in good condition and repair, ordinary wear and tear excepted, for its intended use by Grantor and use by the Grantee Parties as permitted by this Agreement; provided, however, that Grantee shall be solely responsible for prompt repair of the Easement Area in the event and to the extent of any damage thereto created or caused by the exercise of the Easement rights herein by any Grantee Party. Except for the installation, maintenance, restoration, repair and replacement of the improvements located on the Easement Area as of the Effective Date, Grantor shall not construct any improvements on the surface of the Easement Area that will materially impair the use of the Easement Area by the Grantee Parties for the Permitted Uses. In connection with any work that Grantor desires or is required to perform within the Easement Area, Grantor shall be obligated to endeavor in good faith to coordinate with Grantee (including provision of reasonably sufficient notice whenever practicable) with the goal of minimizing materially negative impact on use of the Easement Area by the Grantee Parties for the Permitted Uses (including, without limitation, minimizing impact on Owner's loading requirements for the Town Hall Building within the Easement Area as set forth in Exhibit F hereto). While use of the Easement Area by Grantor and its employees, licensees, invitees, patrons, agents, contractors, subcontractors and workmen (collectively, the "**Grantor Parties**") shall not otherwise be restricted except as expressly set forth herein, Grantor shall be obligated to take reasonable measures to minimize use of the Easement Area by Grantor Parties in a manner that materially impairs use of the Easement Area by the Grantee Parties for the Permitted Uses.

3. Consent of Mortgagees. Grantor hereby represents and warrants that it has obtained any required consent to the granting of the Easement from any mortgagee or other person which has an encumbrance registered against the Grantor Property, if any.

4. Insurance. Grantee covenants that for howsoever long this Agreement remains an encumbrance on the Grantor Property, Grantee shall obtain and maintain commercial general liability insurance naming Grantor as an additional insured, with such insurance providing a minimum coverage for claims of not less than \$2,000,000 per occurrence and \$5,000,000 general aggregate for bodily or personal injuries and/or property damage during the first ten (10) years of this Agreement, with such minimum coverage amounts to be increased on each tenth (10th) anniversary hereof by an amount not less than ten percent (10%). The commercial general liability insurance policy required of Grantee hereunder is intended to cover claims arising out of Grantee's agents', its general contractor's or its/their subcontractors' (and their respective agents', contractors', employees', licensees', lessees' and subcontractors') use of the Grantor Property under this

Agreement and shall be issued by reputable insurance companies authorized to do business in the State of Washington with A.M. Best ratings of at least A- VIII. Such commercial general liability insurance policy shall be issued as a primary and noncontributory policy only with respect to claims arising out of or related to the insured's and its agents', contractors', employees', licensees', lessees', or subcontractors' use of the Grantor Property under this Agreement. Grantee covenants to provide Grantor with a certificate of insurance confirming the existence of such coverage as of the date hereof, as of each tenth (10th) anniversary hereof, and from time to time in connection with any renewals or replacements of any such insurance policies maintained by Grantee.

5. Indemnity. Grantee shall defend, indemnify and hold harmless Grantor, its successors and assigns, and each of their respective employees, agents, representatives, contractors, licensees and invitees (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, losses, liabilities, damages, actions, proceedings, expenses and costs (including reasonable attorneys' fees) caused by (a) Grantee's breach of this Agreement, (b) the exercise of the Easement or other rights hereunder by any of the Grantee Parties or (c) negligence, willful misconduct or fraud on the part of any of the Grantee Parties; provided, however, the Indemnified Parties shall not be indemnified to the extent that any such claims, demands, losses, liabilities, damages, actions, proceedings, expenses and costs are suffered or incurred by the Indemnified Parties as a result of the gross negligence or willful misconduct of the Indemnified Parties. If and to the extent that this Agreement is subject to Section 4.24.115 of the Revised Code of Washington, it is agreed that where such liability, claim, damage, loss or expense arises from the concurrent negligence of the Indemnified Parties and the Grantee Parties, Grantee's obligations of indemnity under this Section shall be effective only to the extent of the negligence of the Grantee Parties and in no event shall the Indemnified Parties be indemnified against the sole negligence of the Indemnified Parties or their agents. **SOLELY FOR THE PURPOSE OF EFFECTUATING THE INDEMNIFICATION OBLIGATIONS HEREUNDER, AND NOT FOR THE BENEFIT OF THEIR EMPLOYEES OR ANY THIRD PARTIES, EACH PARTY SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY THAT MAY BE GRANTED IT UNDER APPLICABLE FEDERAL, STATE OR LOCAL WORKER COMPENSATION ACTS OR OTHER EMPLOYEE BENEFIT ACTS, INCLUDING WITHOUT LIMITATION THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW.** The parties acknowledge that the foregoing waiver has been specifically and mutually negotiated between the parties.

6. Notices. Any notice required to be given pursuant to this Agreement shall be in writing and shall be sent by certified mail, facsimile, E-mail, hand delivery or overnight courier to the appropriate parties as follows:

Grantor: c/o Quarterra Multifamily Communities, LLC
1325 Fourth Ave., Suite 1300
Seattle, WA 98104
Attention: Brad Reisinger

Facsimile: (206) 826-0422

E-mail: brad.reisinger@quarterra.com

with a copy to:

Stoel Rives LLP

600 University St, Suite 3600

Seattle, WA 98101

Attn: John S. Santa Lucia, Esq.

Facsimile: (206) 386-7620

E-mail: john.santalucia@stoel.com

Grantee:

Town Hall Association

1119 8th Ave

Seattle, WA 98101-2738

Attn: Wier Harman, Executive Director

Fax No.: (206) 622-7673

Email: wier.harman@townhallseattle.org

with a copy to:

Hillis Clark Martin & Peterson P.S.

999 Third Avenue, Suite 4600

Seattle, WA 98104

Attn: D. Christian Addicott

Email: chris.addicott@hcmp.com

Any notice required or permitted to be delivered in connection with this Agreement shall be deemed to be received: (a) if given by certified mail, three (3) business days after when deposited in the mail, postage prepaid, return receipt requested; (b) if given by facsimile or E-mail transmission, upon the date and time of such transmission as evidenced by the sender's telecopy machine confirmation sheet or E-mail delivery confirmation; (c) if given by hand delivery, when such notice is received by the party to whom it is addressed; or (d) if given by an overnight courier service, the day after when deposited with such courier if the service elected is next day delivery,

otherwise two (2) days after deposit with such courier. Any party shall have the right to change its address by giving five (5) days' prior written notice to the other party.

7. Recorded Encumbrance: Further Assurances. The parties hereby acknowledge and confirm that this Agreement shall be recorded against the title of the Grantor Property and the parties agree to execute, at the request and expense of the other, any further documents or assurances as may be reasonably required in order to give effect to the foregoing provisions of this Agreement.

8. Successors and Assigns. This Agreement and all benefits, rights, covenants and obligations herein contained shall run with the land and shall respectively inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect, and performance.

10. Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

11. Authority. Each party hereby represents and warrants to the other that (i) it has the full power and authority necessary to enter into this Agreement and, in the case of Grantor, to grant and convey the Easement; (ii) the individual(s) signing this Agreement on its behalf have the authority to bind the party and to enter into this Agreement; and (iii) it has taken all required action(s) to legally authorize the execution, delivery and performance of this Agreement. Each party shall indemnify, defend and hold the other harmless from any and all damages, losses, expenses, attorney's fees and costs arising out of any breach of the foregoing representations and warranties.

12. Remedies. If any Party fails to comply with any provision herein (the "**Defaulting Party**"), then unless such default shall have been cured within ten (10) days of such Defaulting Party's receipt of written notice specifying the nature of such default from the other Party (the "**Non-Defaulting Party**"), or such longer period as may be necessary to cure such default in the event such Defaulting Party commences such cure within such ten (10) day period and thereafter diligently prosecutes such cure to completion within no more than thirty (30) days from receipt of such notice, the Non-Defaulting Party may exercise any remedies to which the Non-Defaulting Party may be entitled to in law or at equity including the right to sue to specifically enforce the terms, covenants and/or conditions set forth in this Agreement. In the event that any lawsuit or other proceeding is brought to enforce any of the terms hereof, the prevailing Party shall be entitled to recover its costs and expenses incurred in connection with such action or proceeding (including any appeals therefrom) from the non-prevailing Party, including reasonable attorneys' and court fees and costs.

13. Time is of the Essence. Time shall be of the essence with respect to this Agreement.

14. Severability. . If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable by a court of competent jurisdiction, such provision shall be stricken and the remainder of this Agreement shall nonetheless remain in full force and effect unless striking such provision shall materially alter the intention of the parties.

15. Waiver. No waiver of any right under this Agreement shall be effective unless contained in a writing signed by a duly authorized officer or representative of the party sought to be charged with the waiver and no waiver of any right arising from any breach or failure to perform shall be deemed to be a waiver of any future right or of any other right arising under this Agreement.


16. Entire Agreement. This Agreement and the exhibits attached hereto constitute the final and complete agreement and supersede all prior correspondence or agreements between the parties relating to the subject matter hereof. This Agreement cannot be modified other than by written agreement executed by a duly authorized officer or representative of Grantor and Grantee.

[Signatures on following page]

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement as of the date first above-noted.


GRANTOR:

**NORTH BLOCK SPRING STREET DEVELOPMENT
LLC, a Washington limited liability company**

By: 
Name: Brad A Persinger
Title: Vice President

GRANTEE:

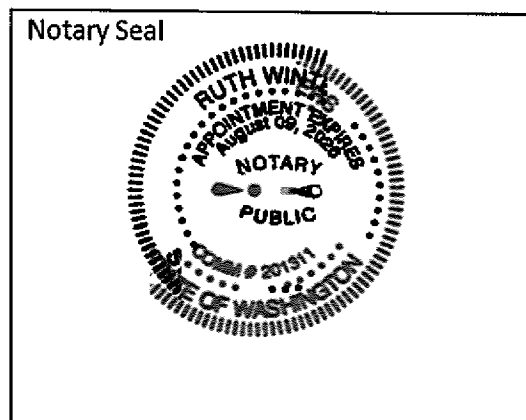
**TOWN HALL ASSOCIATION, a Washington non-profit
corporation**

By: 
Name: Wier Harman
Title: Executive Director

STATE OF WASHINGTON)
)SS.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Brad Reisinger is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Vice President of North Block Spring Street Development, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: November 17th, 2017.



[Signature]
(Signature of Notary)

Ruth Winters
(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Washington

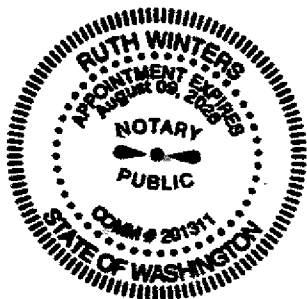
My appointment expires: August 09, 2026

STATE OF WASHINGTON)
)SS.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Weer Harman is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Executive Director of Town Hall Association, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: Dec 5, 2022.

Notary Seal





(Signature of Notary)

Ruth Winters

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Washington

My appointment expires: August 09, 2026

EXHIBIT A

Legal Description of the Grantee Property

LOTS 2 AND 3 BLOCK 52, A. A. DENNY'S PLAT OF AN EXTENSION TO
TERRY'S 1ST ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 86, IN KING
COUNTY, WASHINGTON;

EXHIBIT B

Legal Description of the Grantor Property

LOTS 1, 4, 5, 6, 7 AND 8, BLOCK 52, A. A. DENNY'S PLAT OF AN
EXTENSION TO TERRY'S 1ST ADDITION TO THE CITY OF SEATTLE,
ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS,
PAGE 86, IN KING COUNTY, WASHINGTON;

EXCEPT THOSE PORTIONS CONDEMNED FOR PRIMARY STATE HIGHWAY NO. 1
IN KING COUNTY SUPERIOR COURT CAUSE NO. 576017.

EXHIBIT C**Legal Description of the Easement Area**

THAT PORTION OF ALLEY AND LOTS 1, 2, 3, 4, 5, 6 AND 8, BLOCK 52, EXTENSION TO TERRY'S 1ST ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 86, RECORDS OF KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, THENCE NORTH 59°24'00" EAST ALONG THE SOUTHERLY RIGHT OF WAY MARGIN OF SENECA STREET, A DISTANCE OF 0.09 FEET;
THENCE DEPARTING SAID RIGHT OF WAY MARGIN SOUTH 30°37'57" EAST, A DISTANCE OF 130.32 FEET;
THENCE SOUTH 59°23'34" WEST, A DISTANCE OF 3.22 FEET;
THENCE SOUTH 30°36'26" EAST, A DISTANCE OF 109.85 FEET TO THE SOUTHWESTERLY EXTENSION OF THE SOUTH LINE OF LOT 7 OF SAID PLAT;
THENCE SOUTH 59°22'52" WEST, ALONG SAID EXTENSION AND THE SOUTHERLY LOT LINE OF SAID LOT 8, A DISTANCE OF 16.00 FEET;
THENCE DEPARTING THE SOUTH LINE OF SAID LOT 8, NORTH 30°36'26" WEST, A DISTANCE OF 109.85 FEET;
THENCE SOUTH 59°23'34" WEST, A DISTANCE OF 4.94 FEET;
THENCE NORTH 30°38'15" WEST, A DISTANCE OF 111.90 FEET;
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THENCE NORTH 59°24'00" EAST, ALONG SAID LINE, A DISTANCE OF 19.91 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING AN AREA OF 4,830 SQUARE FEET OR 0.1109 ACRES, MORE OR LESS;

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

EXHIBIT D

Depiction of the Easement Area

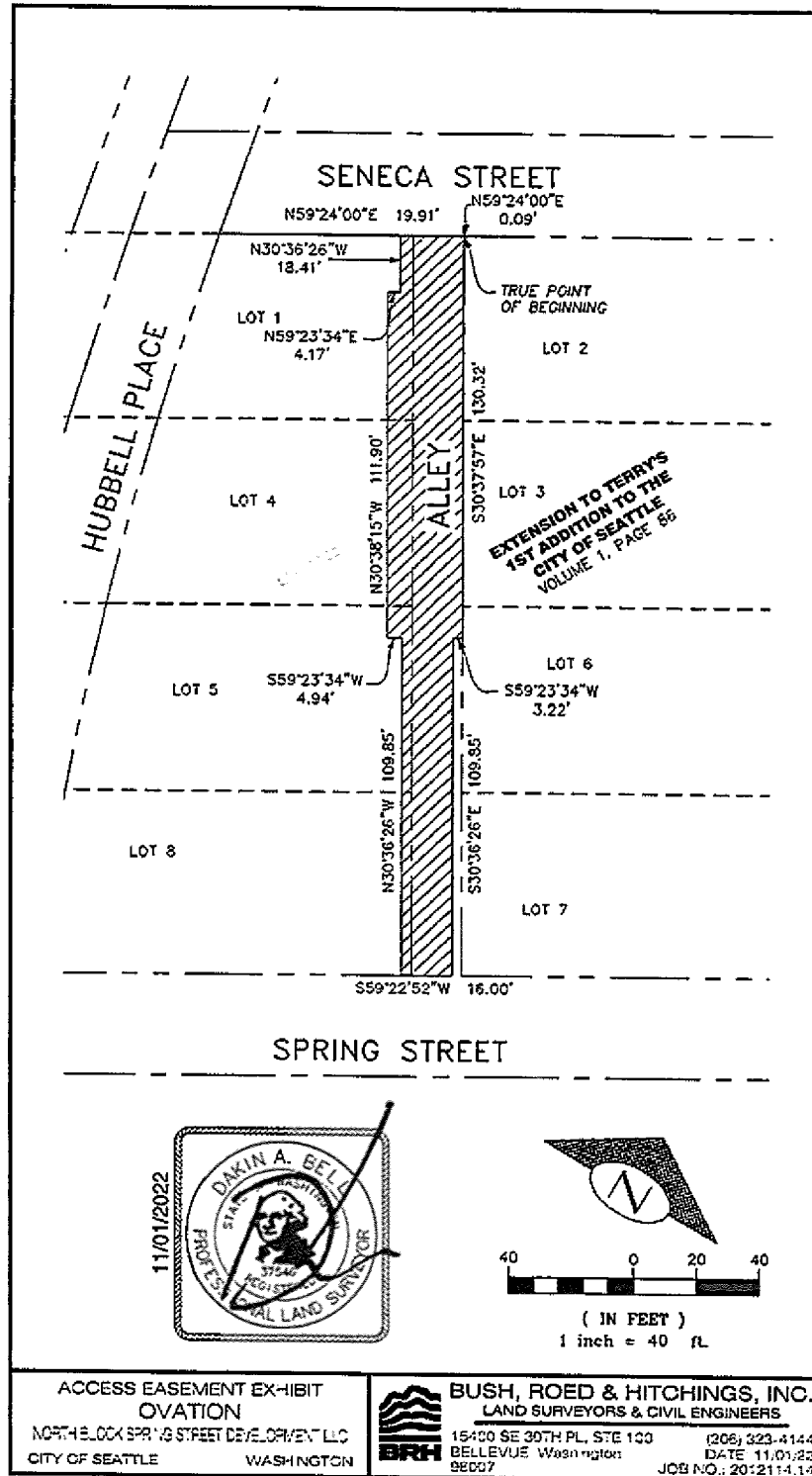


EXHIBIT E

Rules and Regulations for Use of Easement Area

1. Grantee Parties shall keep Easement Area in good order and in a neat and clean condition in connection with the exercise of its Permitted Uses.
2. Grantee Parties shall not deposit garbage, trash or yard waste within the Easement Area. Containers for garbage and trash may not be placed within the Easement Area, except within four hours of a scheduled pickup time.
3. Grantee Parties shall not display signs, post marketing materials or playbills, employ human directional or other directional devices, nor permit other parties to do so, within the Easement Area without the prior consent of the Grantor.
4. Grantee shall not install wiring for electrical or telephone installation, television antennae, machines, or air conditioning units, etc., upon the exterior of the Town Hall Building which protrude into the Easement Area except as authorized in writing by Grantor. Grantee will not conduct any construction or maintenance operations which generate noise, dust or debris which may interfere with Grantor's use of the Easement area or Grantor's use of its property except as authorized in writing by Grantor.
5. Grantee Parties shall not place furniture, packages, plants, statuary objects, or other articles of any kind within the Easement Area except in connection with loading and unloading activities.
6. Vehicles improperly parked by Grantee Parties within the Easement Area may be towed at the Grantee's expense. No vehicle repairs, oil changes or washing of vehicles may be performed within the Easement Area. Without limitation, improperly parked vehicles will include those parked for more than two hours with no evidence of load or unloading activity.
7. The use of musical instruments, radios, televisions, and amplifiers are not permitted in the Easement Area, except as specifically permitted by Grantor.
8. Grantee Parties are prohibited from engaging in the following conduct, behavior, activities, and/or practices:
 - o Criminal or illegal activity, including delivering, manufacturing, and/or possessing a controlled substance or drug paraphernalia;
 - o Smoking or use of alcohol within the Easement Area;
 - o Loud or obnoxious behavior, nor any use that is contrary to the quiet use and enjoyment of the Grantor Parties, including disturbing or threatening the comfort of Grantor Parties;
 - o Disrupting business operations;
 - o Engaging in or threatening violence;
 - o Possessing a weapon in violation of state law;
 - o Discharging a firearm on Grantor Property;
 - o Displaying or possessing a weapon in a way that may alarm others;

- Tampering with utilities or telecommunications;
- Bringing hazardous material into the Grantor Property; and/or
- Injuring Grantor's reputation through bad faith allegations.

9. No activities that are inherently hazardous or dangerous shall be permitted within the Easement Area.

EXHIBIT F

Grantee Loading Requirements

There are two categories of vehicular access and building loading described below: patrons attending events, and freight/equipment loading. In connection with all vehicular access and building loading activities, no vehicles shall be left unattended within the Easement Area, and no materials or other obstructions may be stored in the Easement Area, in each case except in connection with the immediate loading and unloading of patrons and/or freight/equipment.

Patron Loading

Schedule:

- Events occur every day (including weekends)
- Patron loading occurs before and after programs, typically 45 minutes prior to programs and 30 minutes following programs. Typical program times are Mon-Fri 7:30-9pm and Sat/Sun 1- 3 pm and 7-10 pm.
- Vehicular access is primarily limited to mobility impaired patrons, a small subset of the total audience for a given event.

Equipment/Freight Loading

Schedule:

- Loading occurs every day (including weekends)
- THA hosts 400+ events annually, each with its own loading needs
- Unloading for daytime events can occasionally begin as early as 7am.
- Loading following nighttime events can occasionally go as late as midnight.
- The most frequent loading time is between 5:00-6:30pm.

Duration:

- A truck may be required to be parked adjacent to the Town Hall building entrance on the Alley for 1/2 hour to 2 hours depending on scale of event and equipment required.

Truck Size:

- 12'-0" foot and 24'-0" foot box trucks are most typical.
- Vans and small vehicles are also used for miscellaneous items.

Logistics:

- At a minimum, a 35'-0" portion of the Alley adjacent to the Town Hall entrance should be level to the extent practicable to accommodate safe loading.
- Trucks must be able to pull all the way through the Alley. Backing out of the Alley into the bus stop zone on Seneca would be incredibly difficult for most trucks. The frequency of this would be problematic, and would generate a lot of

neighborhood complaints.

- The finish Alley surface should have non-slip texture, but be able to easily move dollies full of heavy equipment without difficulty.

Safety:

- There should be sufficient width within the Alley for a car to safely pass a truck with a crew handling heavy objects at the 35'-0" portion of the Alley adjacent to the Town Hall entrance.

Instrument Number: 20221206000619 Document: AG Rec: \$203.50 Page-1 of 18

Record Date: 12/6/2022 3:05 PM

Electronically Recorded King County, WA

PERMANENT ACCESS EASEMENT AGREEMENT

When Recorded, Return to:

Stoel Rives LLP

600 University St, Suite 3600

Seattle, WA 98101

Attn: John S. Santa Lucia, Esq.

PERMANENT ACCESS EASEMENT AGREEMENT

Grantor: NORTH BLOCK SPRING STREET DEVELOPMENT LLC, a Washington limited liability company

Grantee: TOWN HALL ASSOCIATION, a Washington non-profit corporation

Legal Description of Grantor Property:

LOTS 1, 4, 5, 6, 7 AND 8, BLOCK 52, A.A. DENNY'S EXTENSION TO TERRY'S 1ST ADD. VOL. 1, PG 86,

Official Legal Description on Exhibit A.

Legal Description of Grantee Property:

LOTS 2 AND 3, BLOCK 52, A.A. DENNY'S EXTENSION TO TERRY'S 1ST ADD. VOL. 1, PG 86.

Official Legal Description on Exhibit B.

Assessor's Tax Parcel Account Number(s):

Grantor Property: 197920-0070; 197920-0080; 197920-0065; 197920-0046;
197920-0045

Grantee Property: 197920-0050

Reference Numbers of Documents Assigned or Released (if applicable): N/A

PERMANENT ACCESS EASEMENT AGREEMENT

THIS PERMANENT ACCESS EASEMENT AGREEMENT (this "Agreement") is made as of the 5th day of December, 2022 (the "Effective Date"), by and between NORTH BLOCK SPRING STREET DEVELOPMENT LLC, a Washington limited liability company (hereinafter "Grantor") and TOWN HALL ASSOCIATION, a Washington non-profit corporation (hereinafter "Grantee").

RECITALS:

WHEREAS, Grantee is the owner of the real property generally located at 1119 8th Avenue, Seattle, Washington, more particularly described on Exhibit A attached hereto (collectively, the "Grantee Property") and the building located thereon (the "Town Hall Building"); and

WHEREAS, Grantor is the owner of the real property adjacent to the Grantee Property within the city block bounded by 8th Avenue, Spring Street, Hubbell Place and Seneca Street, Seattle, Washington, more particularly described on Exhibit B attached hereto (the "Grantor Property"); and

WHEREAS, Grantor agrees to grant to Grantee a permanent access easement over portions of the Grantor Property subject to the terms and provisions hereinafter contained.

NOW, THEREFORE, for non-monetary consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Grant of Access Easement. Grantor hereby grants to Grantee and Grantee's employees, licensees, invitees, patrons, agents, contractors, subcontractors and workmen (collectively, the "Grantee Parties"), in favor of the Grantee Property, a non-exclusive, permanent access easement (the "Easement") over the portion of the Grantor Property described on Exhibit C hereto and generally depicted on Exhibit D hereto (the "Easement Area"), for use by the Grantee Parties for purposes of equipment loading and unloading, patron drop-off and pick-up (limited primarily to mobility-impaired patrons as more specifically set forth herein), emergency egress, ingress and egress for provision of standard building services (such as trash pick-up), maintenance of improvements located on the Grantee Property, and the installation and maintenance of utilities servicing the Grantee Property (collectively, "Permitted Uses"), all subject to the rules and regulations set forth on Exhibit E hereto (which rules and regulations shall be subject to change by written agreement of Owner from time to time without necessity of modifying this Agreement) (the "Rules and Regulations"), which Rules and Regulations are intended to minimize both (a) vehicular access through the Easement Area for purposes other than the Permitted Uses, and (b) extended blockage of the Easement Area by vehicles using the Easement Area for the Permitted Uses. While the Permitted Uses shall include drop-off and pick-up of patrons other than those that are mobility-impaired, Grantee shall be obligated to take

reasonable measures to minimize use of the Easement Area by such other patrons, including, without limitation, the inclusion of appropriate language in all invitations and other materials disseminated or otherwise made available to Grantee Parties in connection with events scheduled at the Town Hall Building, in whatever format (i.e., printed, on websites, electronically transmitted, etc.) identifying access locations on the north and/or west sides of the Town Hall Building (i.e., the sides of the building facing Seneca Street and/or 8th Avenue) as the designated drop-off and pick-up locations for all patrons other than those that are mobility-impaired.

2. Maintenance of Easement Area; Grantor's Use of Easement Area. Grantor shall be obligated, at its sole cost and expense, to maintain the Easement Area in good condition and repair, ordinary wear and tear excepted, for its intended use by Grantor and use by the Grantee Parties as permitted by this Agreement; provided, however, that Grantee shall be solely responsible for prompt repair of the Easement Area in the event and to the extent of any damage thereto created or caused by the exercise of the Easement rights herein by any Grantee Party. Except for the installation, maintenance, restoration, repair and replacement of the improvements located on the Easement Area as of the Effective Date, Grantor shall not construct any improvements on the surface of the Easement Area that will materially impair the use of the Easement Area by the Grantee Parties for the Permitted Uses. In connection with any work that Grantor desires or is required to perform within the Easement Area, Grantor shall be obligated to endeavor in good faith to coordinate with Grantee (including provision of reasonably sufficient notice whenever practicable) with the goal of minimizing materially negative impact on use of the Easement Area by the Grantee Parties for the Permitted Uses (including, without limitation, minimizing impact on Owner's loading requirements for the Town Hall Building within the Easement Area as set forth in Exhibit F hereto). While use of the Easement Area by Grantor and its employees, licensees, invitees, patrons, agents, contractors, subcontractors and workmen (collectively, the "**Grantor Parties**") shall not otherwise be restricted except as expressly set forth herein, Grantor shall be obligated to take reasonable measures to minimize use of the Easement Area by Grantor Parties in a manner that materially impairs use of the Easement Area by the Grantee Parties for the Permitted Uses.

3. Consent of Mortgagees. Grantor hereby represents and warrants that it has obtained any required consent to the granting of the Easement from any mortgagee or other person which has an encumbrance registered against the Grantor Property, if any.

4. Insurance. Grantee covenants that for howsoever long this Agreement remains an encumbrance on the Grantor Property, Grantee shall obtain and maintain commercial general liability insurance naming Grantor as an additional insured, with such insurance providing a minimum coverage for claims of not less than \$2,000,000 per occurrence and \$5,000,000 general aggregate for bodily or personal injuries and/or property damage during the first ten (10) years of this Agreement, with such minimum coverage amounts to be increased on each tenth (10th) anniversary hereof by an amount not less than ten percent (10%). The commercial general liability insurance policy required of Grantee hereunder is intended to cover claims arising out of Grantee's agents', its general contractor's or its/their subcontractors' (and their respective agents', contractors', employees', licensees', lessees' and subcontractors') use of the Grantor Property under this

Agreement and shall be issued by reputable insurance companies authorized to do business in the State of Washington with A.M. Best ratings of at least A- VIII. Such commercial general liability insurance policy shall be issued as a primary and noncontributory policy only with respect to claims arising out of or related to the insured's and its agents', contractors', employees', licensees', lessees', or subcontractors' use of the Grantor Property under this Agreement. Grantee covenants to provide Grantor with a certificate of insurance confirming the existence of such coverage as of the date hereof, as of each tenth (10th) anniversary hereof, and from time to time in connection with any renewals or replacements of any such insurance policies maintained by Grantee.

5. Indemnity. Grantee shall defend, indemnify and hold harmless Grantor, its successors and assigns, and each of their respective employees, agents, representatives, contractors, licensees and invitees (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, losses, liabilities, damages, actions, proceedings, expenses and costs (including reasonable attorneys' fees) caused by (a) Grantee's breach of this Agreement, (b) the exercise of the Easement or other rights hereunder by any of the Grantee Parties or (c) negligence, willful misconduct or fraud on the part of any of the Grantee Parties; provided, however, the Indemnified Parties shall not be indemnified to the extent that any such claims, demands, losses, liabilities, damages, actions, proceedings, expenses and costs are suffered or incurred by the Indemnified Parties as a result of the gross negligence or willful misconduct of the Indemnified Parties. If and to the extent that this Agreement is subject to Section 4.24.115 of the Revised Code of Washington, it is agreed that where such liability, claim, damage, loss or expense arises from the concurrent negligence of the Indemnified Parties and the Grantee Parties, Grantee's obligations of indemnity under this Section shall be effective only to the extent of the negligence of the Grantee Parties and in no event shall the Indemnified Parties be indemnified against the sole negligence of the Indemnified Parties or their agents. **SOLELY FOR THE PURPOSE OF EFFECTUATING THE INDEMNIFICATION OBLIGATIONS HEREUNDER, AND NOT FOR THE BENEFIT OF THEIR EMPLOYEES OR ANY THIRD PARTIES, EACH PARTY SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY THAT MAY BE GRANTED IT UNDER APPLICABLE FEDERAL, STATE OR LOCAL WORKER COMPENSATION ACTS OR OTHER EMPLOYEE BENEFIT ACTS, INCLUDING WITHOUT LIMITATION THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW.** The parties acknowledge that the foregoing waiver has been specifically and mutually negotiated between the parties.

6. Notices. Any notice required to be given pursuant to this Agreement shall be in writing and shall be sent by certified mail, facsimile, E-mail, hand delivery or overnight courier to the appropriate parties as follows:

Grantor:	c/o Quarterra Multifamily Communities, LLC
	1325 Fourth Ave., Suite 1300
	Seattle, WA 98104
	Attention: Brad Reisinger

Facsimile: (206) 826-0422

E-mail: brad.reisinger@quarterra.com

with a copy to:

Stoel Rives LLP

600 University St, Suite 3600

Seattle, WA 98101

Attn: John S. Santa Lucia, Esq.

Facsimile: (206) 386-7620

E-mail: john.santalucia@stoel.com

Grantee:

Town Hall Association

1119 8th Ave

Seattle, WA 98101-2738

Attn: Wier Harman, Executive Director

Fax No.: (206) 622-7673

Email: wier.harman@townhallseattle.org

with a copy to:

Hillis Clark Martin & Peterson P.S.

999 Third Avenue, Suite 4600

Seattle, WA 98104

Attn: D. Christian Addicott

Email: chris.addicott@hcmp.com

Any notice required or permitted to be delivered in connection with this Agreement shall be deemed to be received: (a) if given by certified mail, three (3) business days after when deposited in the mail, postage prepaid, return receipt requested; (b) if given by facsimile or E-mail transmission, upon the date and time of such transmission as evidenced by the sender's telecopy machine confirmation sheet or E-mail delivery confirmation; (c) if given by hand delivery, when such notice is received by the party to whom it is addressed; or (d) if given by an overnight courier service, the day after when deposited with such courier if the service elected is next day delivery,

otherwise two (2) days after deposit with such courier. Any party shall have the right to change its address by giving five (5) days' prior written notice to the other party.

7. Recorded Encumbrance; Further Assurances. The parties hereby acknowledge and confirm that this Agreement shall be recorded against the title of the Grantor Property and the parties agree to execute, at the request and expense of the other, any further documents or assurances as may be reasonably required in order to give effect to the foregoing provisions of this Agreement.

8. Successors and Assigns. This Agreement and all benefits, rights, covenants and obligations herein contained shall run with the land and shall respectively inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect, and performance.

10. Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

11. Authority. Each party hereby represents and warrants to the other that (i) it has the full power and authority necessary to enter into this Agreement and, in the case of Grantor, to grant and convey the Easement; (ii) the individual(s) signing this Agreement on its behalf have the authority to bind the party and to enter into this Agreement; and (iii) it has taken all required action(s) to legally authorize the execution, delivery and performance of this Agreement. Each party shall indemnify, defend and hold the other harmless from any and all damages, losses, expenses, attorney's fees and costs arising out of any breach of the foregoing representations and warranties.

12. Remedies. If any Party fails to comply with any provision herein (the "**Defaulting Party**"), then unless such default shall have been cured within ten (10) days of such Defaulting Party's receipt of written notice specifying the nature of such default from the other Party (the "**Non-Defaulting Party**"), or such longer period as may be necessary to cure such default in the event such Defaulting Party commences such cure within such ten (10) day period and thereafter diligently prosecutes such cure to completion within no more than thirty (30) days from receipt of such notice, the Non-Defaulting Party may exercise any remedies to which the Non-Defaulting Party may be entitled to in law or at equity including the right to sue to specifically enforce the terms, covenants and/or conditions set forth in this Agreement. In the event that any lawsuit or other proceeding is brought to enforce any of the terms hereof, the prevailing Party shall be entitled to recover its costs and expenses incurred in connection with such action or proceeding (including any appeals therefrom) from the non-prevailing Party, including reasonable attorneys' and court fees and costs.

13. Time is of the Essence. Time shall be of the essence with respect to this Agreement.

14. Severability. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable by a court of competent jurisdiction, such provision shall be stricken and the remainder of this Agreement shall nonetheless remain in full force and effect unless striking such provision shall materially alter the intention of the parties.

15. Waiver. No waiver of any right under this Agreement shall be effective unless contained in a writing signed by a duly authorized officer or representative of the party sought to be charged with the waiver and no waiver of any right arising from any breach or failure to perform shall be deemed to be a waiver of any future right or of any other right arising under this Agreement.

16. Entire Agreement. This Agreement and the exhibits attached hereto constitute the final and complete agreement and supersede all prior correspondence or agreements between the parties relating to the subject matter hereof. This Agreement cannot be modified other than by written agreement executed by a duly authorized officer or representative of Grantor and Grantee.

[Signatures on following page]

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement as of the date first above-noted.

GRANTOR:

**NORTH BLOCK SPRING STREET DEVELOPMENT
LLC**, a Washington limited liability company

By: [Signature]
Name: Bob A. Persinger
Title: Vice President

GRANTEE:

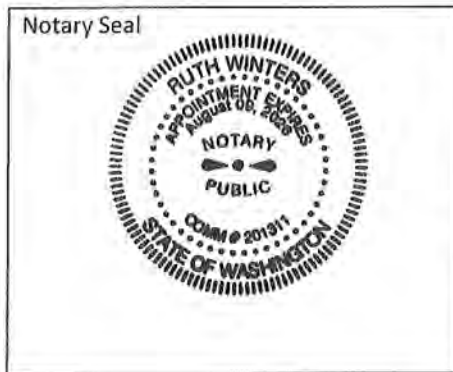
TOWN HALL ASSOCIATION, a Washington non-profit corporation

By: [Signature]
Name: Wendy Harman
Title: Executive Director

STATE OF WASHINGTON)
)SS.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Brad Reisinger is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Vice President of North Block Spring Street Development, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: November 17th, 2017.



[Signature]
(Signature of Notary)

Ruth Winters
(Legibly Print or Stamp Name of Notary)

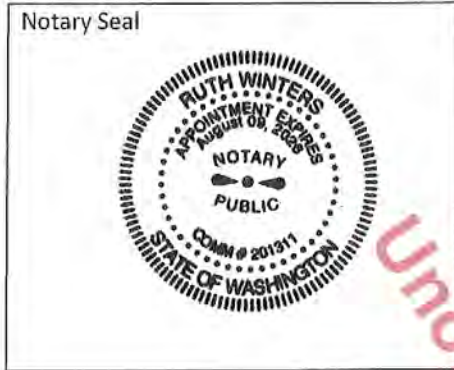
Notary Public in and for the State of Washington

My appointment expires: August 09, 2026

STATE OF WASHINGTON)
)SS.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Walter Harman is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Executive Director of Town Hall Association, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: Dec 5, 2022.




(Signature of Notary)

Ruth Winters
(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Washington

My appointment expires: August 09, 2026

Unofficial Copy

EXHIBIT A

Legal Description of the Grantee Property

LOTS 2 AND 3 BLOCK 52, A. A. DENNY'S PLAT OF AN EXTENSION TO
TERRY'S 1ST ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 86, IN KING
COUNTY, WASHINGTON;

Unofficial Copy

EXHIBIT B

Legal Description of the Grantor Property

LOTS 1, 4, 5, 6, 7 AND 8, BLOCK 52, A. A. DENNY'S PLAT OF AN
EXTENSION TO TERRY'S 1ST ADDITION TO THE CITY OF SEATTLE,
ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS,
PAGE 86, IN KING COUNTY, WASHINGTON;

EXCEPT THOSE PORTIONS CONDEMNED FOR PRIMARY STATE HIGHWAY NO. 1
IN KING COUNTY SUPERIOR COURT CAUSE NO. 576017.

Unofficial Copy

EXHIBIT C

Legal Description of the Easement Area

THAT PORTION OF ALLEY AND LOTS 1, 2, 3, 4, 5, 6 AND 8, BLOCK 52, EXTENSION TO TERRY'S 1ST ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 86, RECORDS OF KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, THENCE NORTH 59°24'00" EAST ALONG THE SOUTHERLY RIGHT OF WAY MARGIN OF SENECA STREET, A DISTANCE OF 0.09 FEET;
THENCE DEPARTING SAID RIGHT OF WAY MARGIN SOUTH 30°37'57" EAST, A DISTANCE OF 130.32 FEET;
THENCE SOUTH 59°23'34" WEST, A DISTANCE OF 3.22 FEET;
THENCE SOUTH 30°36'26" EAST, A DISTANCE OF 109.85 FEET TO THE SOUTHWESTERLY EXTENSION OF THE SOUTH LINE OF LOT 7 OF SAID PLAT;
THENCE SOUTH 59°22'52" WEST, ALONG SAID EXTENSION AND THE SOUTHERLY LOT LINE OF SAID LOT 8, A DISTANCE OF 16.00 FEET;
THENCE DEPARTING THE SOUTH LINE OF SAID LOT 8, NORTH 30°36'26" WEST, A DISTANCE OF 109.85 FEET;
THENCE SOUTH 59°23'34" WEST, A DISTANCE OF 4.94 FEET;
THENCE NORTH 30°38'15" WEST, A DISTANCE OF 111.90 FEET;
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THENCE NORTH 30°36'26" WEST, A DISTANCE OF 18.41 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF SENECA STREET, ALSO BEING THE NORTHERLY LINE OF SAID LOT 1;
THENCE NORTH 59°24'00" EAST, ALONG SAID LINE, A DISTANCE OF 19.91 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING AN AREA OF 4,830 SQUARE FEET OR 0.1109 ACRES, MORE OR LESS;

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

EXHIBIT D

Depiction of the Easement Area

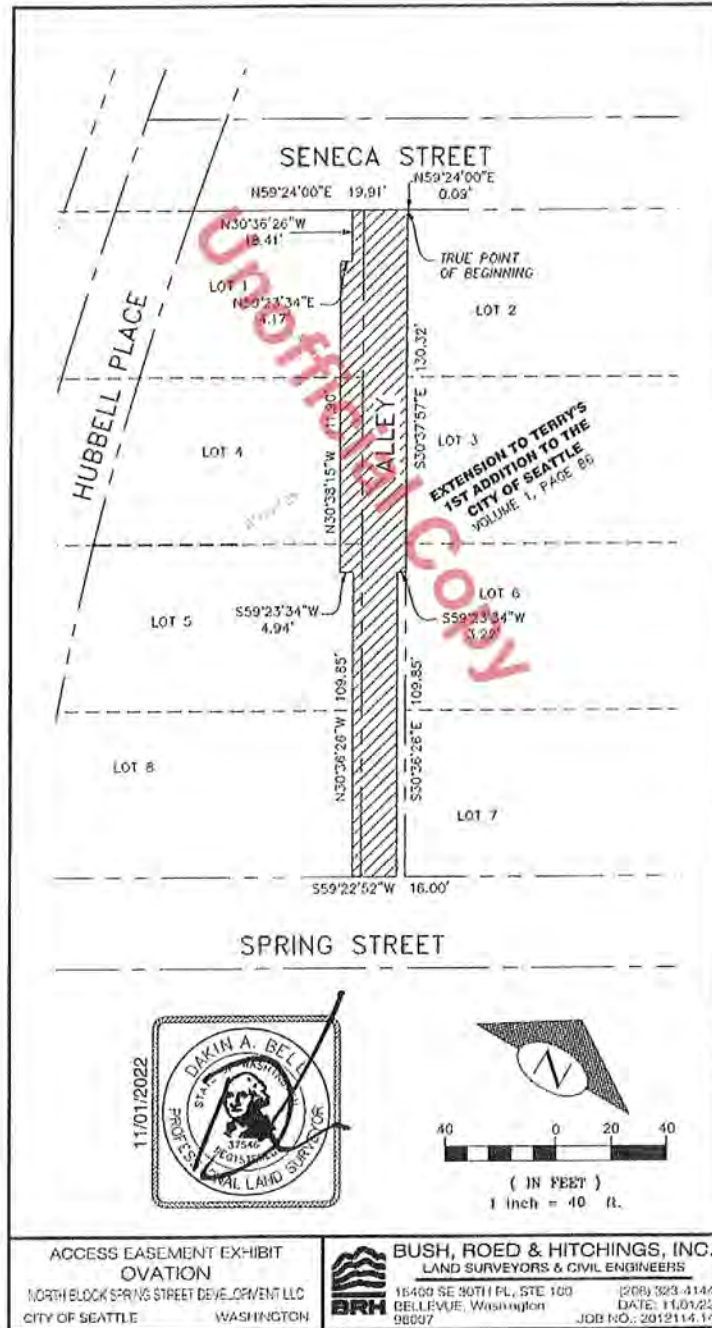


EXHIBIT E

Rules and Regulations for Use of Easement Area

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2. Grantee Parties shall not deposit garbage, trash or yard waste within the Easement Area. Containers for garbage and trash may not be placed within the Easement Area, except within four hours of a scheduled pickup time.
3. Grantee Parties shall not display signs, post marketing materials or playbills, employ human directional or other directional devices, nor permit other parties to do so, within the Easement Area without the prior consent of the Grantor.
4. Grantee shall not install wiring for electrical or telephone installation, television antennae, machines, or air conditioning units, etc., upon the exterior of the Town Hall Building which protrude into the Easement Area except as authorized in writing by Grantor. Grantee will not conduct any construction or maintenance operations which generate noise, dust or debris which may interfere with Grantor's use of the Easement area or Grantor's use of its property except as authorized in writing by Grantor.
5. Grantee Parties shall not place furniture, packages, plants, statuary objects, or other articles of any kind within the Easement Area except in connection with loading and unloading activities.
6. Vehicles improperly parked by Grantee Parties within the Easement Area may be towed at the Grantee's expense. No vehicle repairs, oil changes or washing of vehicles may be performed within the Easement Area. Without limitation, improperly parked vehicles will include those parked for more than two hours with no evidence of load or unloading activity.
7. The use of musical instruments, radios, televisions, and amplifiers are not permitted in the Easement Area, except as specifically permitted by Grantor.
8. Grantee Parties are prohibited from engaging in the following conduct, behavior, activities, and/or practices:
 - Criminal or illegal activity, including delivering, manufacturing, and/or possessing a controlled substance or drug paraphernalia;
 - Smoking or use of alcohol within the Easement Area;
 - Loud or obnoxious behavior, nor any use that is contrary to the quiet use and enjoyment of the Grantor Parties, including disturbing or threatening the comfort of Grantor Parties;
 - Disrupting business operations;
 - Engaging in or threatening violence;
 - Possessing a weapon in violation of state law;
 - Discharging a firearm on Grantor Property;
 - Displaying or possessing a weapon in a way that may alarm others;

- Tampering with utilities or telecommunications;
- Bringing hazardous material into the Grantor Property; and/or
- Injuring Grantor's reputation through bad faith allegations.

9. No activities that are inherently hazardous or dangerous shall be permitted within the Easement Area.

Unofficial Copy

EXHIBIT F

Grantee Loading Requirements

There are two categories of vehicular access and building loading described below: patrons attending events, and freight/equipment loading. In connection with all vehicular access and building loading activities, no vehicles shall be left unattended within the Easement Area, and no materials or other obstructions may be stored in the Easement Area, in each case except in connection with the immediate loading and unloading of patrons and/or freight/equipment.

Patron Loading

Schedule:

- Events occur every day (including weekends)
- Patron loading occurs before and after programs, typically 45 minutes prior to programs and 30 minutes following programs. Typical program times are Mon-Fri 7:30-9pm and Sat/Sun 1-3 pm and 7-10 pm.
- Vehicular access is primarily limited to mobility impaired patrons, a small subset of the total audience for a given event.

Equipment/Freight Loading

Schedule:

- Loading occurs every day (including weekends)
- THA hosts 400+ events annually, each with its own loading needs
- Unloading for daytime events can occasionally begin as early as 7am.
- Loading following nighttime events can occasionally go as late as midnight.
- The most frequent loading time is between 5:00-6:30pm.

Duration:

- A truck may be required to be parked adjacent to the Town Hall building entrance on the Alley for 1/2 hour to 2 hours depending on scale of event and equipment required.

Truck Size:

- 12'-0" foot and 24'-0" foot box trucks are most typical.
- Vans and small vehicles are also used for miscellaneous items.

Logistics:

- At a minimum, a 35'-0" portion of the Alley adjacent to the Town Hall entrance should be level to the extent practicable to accommodate safe loading.
- Trucks must be able to pull all the way through the Alley. Backing out of the Alley into the bus stop zone on Seneca would be incredibly difficult for most trucks. The frequency of this would be problematic, and would generate a lot of

neighborhood complaints.

- The finish Alley surface should have non-slip texture, but be able to easily move dollies full of heavy equipment without difficulty.

Safety:

- There should be sufficient width within the Alley for a car to safely pass a truck with a crew handling heavy objects at the 35'-0" portion of the Alley adjacent to the Town Hall entrance.

Unofficial Copy

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Seattle Department of Transportation	Amy Gray	Christie Parker

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE vacating the alley in Block 52, A. A. Denny's Extension to the Terry's 1st Addition, in the First Hill neighborhood, and accepting a Property Use and Development Agreement and acknowledging the Seattle City Light Easement, on the petition of North Block Spring Street Development LLC (Clerk File 314364).

Summary and Background of the Legislation:

This Council Bill completes the vacation process for the alley in Block 52, A. A. Denny's Extension to the Terry's 1st Addition, in the First Hill neighborhood, on the petition of North Block Spring Street Development LLC.

The Petitioner sought the vacation for the development of a new residential building. The vacation enables efficient parking below grade, allows the two residential towers to function as a single building, limits vehicular access, creates a space inviting to pedestrians, creates a new community venue for gatherings or public enjoyment, and promotes pedestrian connections between First Hill, Downtown, Denny Triangle, and South Lake Union. Following a March 6, 2018, public hearing on the petition, the City Council conditionally granted the petition.

2. CAPITAL IMPROVEMENT PROGRAM

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

☐ Yes ☒ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City?

☐ Yes ☒ No

3.d. Other Impacts

Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts.

The petitioner paid a vacation fee of \$2,500,000 on March 24, 2020.

If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.

N/A

Please describe any financial costs or other impacts of *not* implementing the legislation.

This legislation will complete the vacation process. The Petitioner has met all the conditions imposed by the City Council. By not implementing this legislation, the City could be in violation of its obligations, which could have financial implications.

4. OTHER IMPLICATIONS

a. Please describe how this legislation may affect any departments besides the originating department.

N/A

b. Does this legislation affect a piece of property? If yes, please attach a map and explain any impacts on the property. Please attach any Environmental Impact Statements, Determinations of Non-Significance, or other reports generated for this property.

Yes, the property legally described in Section 1 of the Council Bill.

c. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.

i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.

This legislation does not impact vulnerable or historically disadvantaged communities.

ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.

N/A

iii. What is the Language Access Plan for any communications to the public?

N/A

d. Climate Change Implications

i. Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.

This legislation is unlikely to increase or decrease carbon emissions in a material way.

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

This legislation will not increase or decrease Seattle’s ability to adapt to climate change in a material way.

- e. **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)? What mechanisms will be used to measure progress towards meeting those goals?**

N/A

5. CHECKLIST

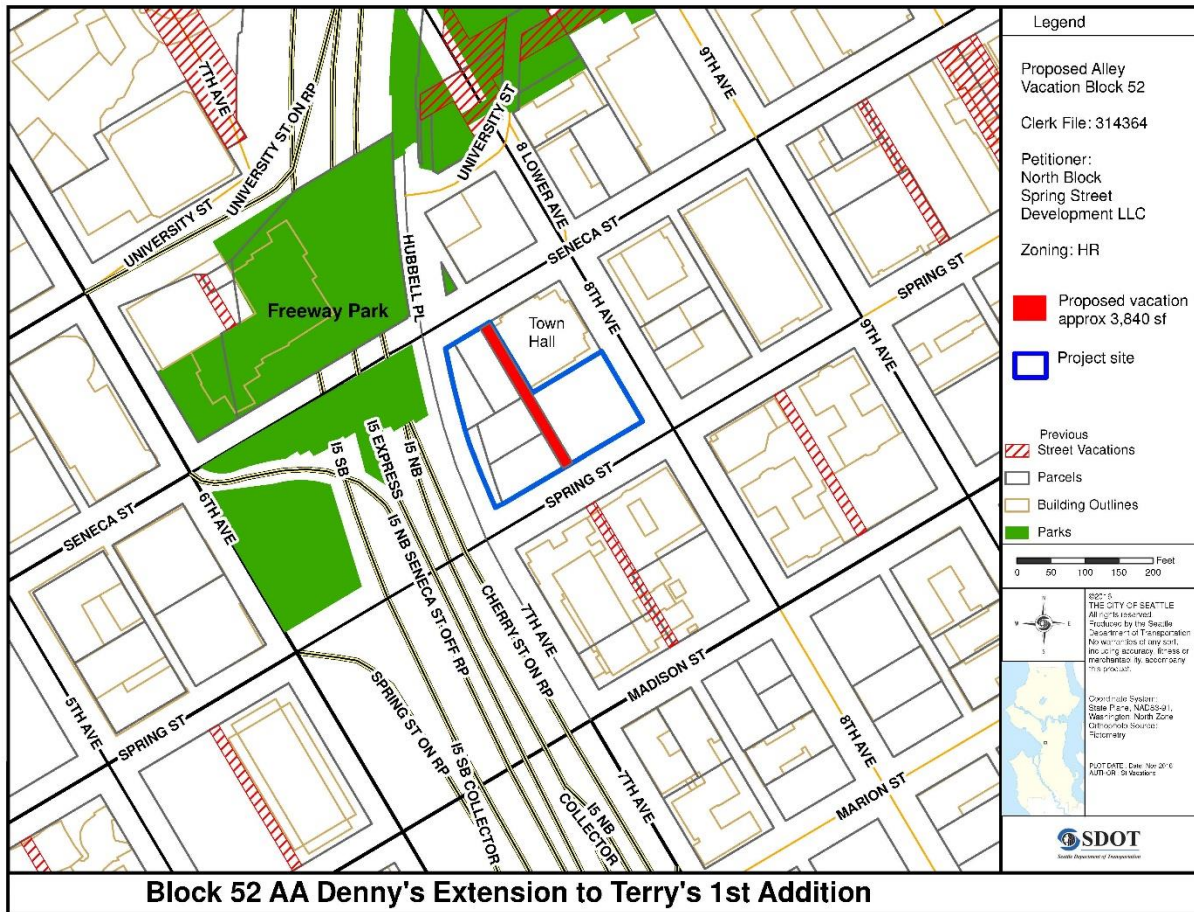
- ☐ Is a public hearing required?
- ☐ Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?
- ☐ If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?
- ☐ Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?

6. ATTACHMENTS

Summary Attachments:

Summary Attachment A – Block 52 North Block Vacation Area Map

Block 52 North Block Vacation Area Map





Legislation Text

File #: CB 120972, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to appropriations for the Seattle Department of Transportation; modifying a proviso; and amending Ordinance 127156, which adopted the 2025 Budget.

WHEREAS, in the 2025 Adopted Budget, the City Council allocated \$1.18 million in the Seattle Department of Transportation's (SDOT's) budget for deployment of automated traffic enforcement cameras outside of school zones; and

WHEREAS, the 2025 Adopted Budget included a budget proviso restricting spending until authorized by future Council action; and

WHEREAS, SDOT presented the Executive's approach to automated traffic enforcement camera deployment to the Transportation Committee on April 1, 2025; and

WHEREAS, the Council wishes to authorize spending on deployment of automated traffic enforcement cameras outside of school zones; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The restriction imposed by 2025-2026 Council Budget Action SDOT-006-A, adopted by Ordinance 127156, which limits spending on the following item, is modified as follows:

"Notwithstanding Seattle Municipal Code Section 5.82.010 and Section 1 of Ordinance 125206, of the General Fund appropriations in the 2025 budget for the Seattle Department of Transportation's Mobility Operations Budget Summary Level (BO-TR-17003), \$1,180,000 is appropriated solely for deployment of automated traffic enforcement cameras outside school zones and may be spent for no

other purpose. (~~Furthermore, none of the money so appropriated may be spent until authorized by future Council action.))"~~

Section 2. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the _____ day of _____, 2025, and signed by
me in open session in authentication of its passage this _____ day of _____, 2025.

President _____ of the City Council

Approved / returned unsigned / vetoed this ____ day of _____, 2025.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2025.

Scheereen Dedman, City Clerk

(Seal)

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Legislative	Calvin Chow, x-44652	n/a

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE relating to appropriations for the Seattle Department of Transportation; modifying a proviso; and amending Ordinance 127156, which adopted the 2025 Budget.

Summary and Background of the Legislation:

In the 2025 Adopted Budget, the Council appropriated \$1.18 million for deployment of automated traffic enforcement cameras outside of school zones and imposed a proviso restricting the funding for this purpose and prohibiting spending until authorized by future Council action.

This legislation would modify the proviso on the \$1.18 million to specify that the appropriations are for automated traffic enforcement cameras outside of school zones and to remove the restriction requiring future Council action.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City? ☐ Yes ☒ No

3.d. Other Impacts

Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts.

This legislation modifies and removes restrictions imposed on appropriations in the 2025 Adopted Budget.

If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.

This legislation modifies and removes restrictions imposed on appropriations in the 2025 Adopted Budget.

Please describe any financial costs or other impacts of *not* implementing the legislation.
No financial impacts identified. If this legislation is not implemented, existing appropriations will not be authorized to be spent.

Please describe how this legislation may affect any City departments other than the originating department.

Implementation of additional automated traffic enforcement cameras will require coordination with the Seattle Police Department (for vendor contracts and enforcement) and with Seattle Municipal Court (for processing infractions). This legislation anticipates that the Executive will propose budget adjustments if necessary to implement additional cameras.

4. OTHER IMPLICATIONS

a. Is a public hearing required for this legislation?

No.

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

No.

c. Does this legislation affect a piece of property?

No.

d. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.

i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.

No impacts from this legislation identified. State law (RCW 46.63.220(3)) requires that analysis of new camera deployments include equity considerations.

ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.

None prepared.

iii. What is the Language Access Plan for any communications to the public?

None proposed.

e. Climate Change Implications

i. Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.

No emission impact identified.

- ii. **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 resiliency impact identified.

- f. **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)? What mechanisms will be used to measure progress towards meeting those goals?**

N/A.

- g. **Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?**

No.

5. ATTACHMENTS

Summary Attachments: None.



Legislation Text

File #: CB 120970, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to acceptance of funding from non-City sources; authorizing the heads of various departments to accept and authorize the expenditure of specified grants, private funding, and subsidized loans and to execute, deliver, and perform corresponding agreements; amending Ordinance 127156, which adopted the 2025 Budget, including the 2025-2030 Capital Improvement Program (CIP); changing appropriations to various departments and budget control levels, and from various funds in the Budget; revising project allocations for certain projects in the 2025-2030 CIP; creating positions; and ratifying and confirming certain prior acts.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. For each item in the following table, the head of the listed department is authorized to accept non-City funding from the listed sources below; and to execute, deliver, and perform, on behalf of The City of Seattle, agreements for the purposes described. The funding, when received, shall be deposited in the receiving fund identified to support, or as reimbursement for, either the appropriations set forth in Section 2 of this ordinance or existing appropriations in the receiving department.

Item	Department	Source	Purpose	Fund	Accept (\$)
1.1	Department of Finance and Administrative Services	Washington State Department of Commerce	This grant will fund energy efficient upgrades at Seattle Center, Magnuson Park, and Woodland Park Zoo.	General Fund (00100)	309,464
1.2	Executive (Office of Emergency Management)	Washington State Military Department (Federal Emergency Management Agency)	This Building Resilience in Communities hazard mitigation grant provides funding to develop cost-effectiveness analysis tools to support the grant application process for Unreinforced Masonry buildings seismic retrofit projects.	General Fund (00100)	7,781

1.3	Executive (Office of Emergency Management)	Washington State Military Department, Emergency Management Division	This grant supports the enhancement, sustainment, and improvement of the emergency management program by partially funding two full-time emergency management positions.	General Fund (00100)	365,791
1.4	Executive (Office of Housing)	Federal Department of Housing and Urban Development	This grant supports pre-development and capital development costs for the Henderson Street affordable housing project.	Low Income Housing Fund (16400)	1,666,279
1.5	Executive (Office of Housing)	Puget Sound Energy	This funding agreement supports implementation of energy efficiency improvements for qualifying low-income homeowners.	Low Income Housing Fund (16400)	610,381
				Office of Housing Fund (16600)	222,369
1.6	Executive (Office of Sustainability and Environment)	Environmental Defense Fund	This grant supports the placement of an Environmental Defense Fund Climate Corps fellow at OSE.	General Fund (00100)	15,400
1.7	Executive (Office of Sustainability and Environment)	Washington State Department of Ecology	This grant funds outreach and engagement work with communities that are historically overburdened with health, social, and environmental inequities and are highly impacted by air pollution.	General Fund (00100)	665,746

1.8	Law Department	Federal Department of Justice Office on Violence Against Women	The Enhancing Investigations and Prosecution of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Project is targeted at improving prosecutors' ability to effectively investigate and/or prosecute domestic violence while supporting victim safety and autonomy, hold offenders accountable, and promote trust within the surrounding community.	General Fund (00100)	500,000
1.9	Seattle Center	Federal Transit Administration / Puget Sound Regional Council	This grant funds modifications to the Seattle Center Monorail station to increase accessibility; add automated passenger gates; make the station main entrance ADA accessible; improve visibility; make improvements to station platform to create level boarding; update and cover queuing area layouts; and improve passenger signage, wayfinding, and regional transit information to include universal symbols.	Seattle Center Fund (11410)	3,051,546

1.10	Seattle City Light	United States Department of Energy	This grant supports the HVAC and Reroofing project at Diablo Powerhouse in Rockport, Washington which will repair deficiencies in the existing powerhouse roof, replace damaged and non-operational HVAC equipment, improve indoor air quality for building occupants and components, provide redundancy for critical systems, and prepare the facility for continued operation.	Light Fund (41000)	2,587,500
1.11	Seattle City Light	United States Department of the Interior	This grant supports collection of aerial LiDAR data to monitor for changes in debris flow potential, flooding, and fuel accumulations in the area burned by the 2023 Sourdough fire.	Light Fund (41000)	223,055
1.12	Seattle Department of Construction and Inspections	Washington State Military Department and Federal Emergency Management Agency	This grant supports the development of Unreinforced Masonry (URM) benefit cost analysis tools to evaluate the cost effectiveness of seismic retrofits combined with heat pump conversions. The analysis focuses on four URM building types representing the highest structural and socioeconomic vulnerability in the Pioneer Square and Chinatown/International District neighborhoods of Seattle.	General Fund (00100)	142,333

1.13	Seattle Department of Transportation	King County Metro	This agreement supported the Project Initiation Phase of the RapidRide R Line project to upgrade the Route 7 to a RapidRide Line. The project upgrades roadway, signal, trolley, and station infrastructure on over 8 miles of streets in Seattle. SDOT will plan, design, and deliver the RapidRide R Line project on King County Metro's behalf based on agreed terms.	Transportati on Fund (13000)	1,000,000
1.14	Seattle Department of Transportation	Washington State Department of Transportation	This partnership supports and coordinates the City's Revive I-5 efforts.	Transportati on Fund (13000)	299,767
1.15	Seattle Department of Transportation	Washington State Department of Transportation	This partnership agreement with WSDOT is to design and implement low-cost pedestrian crossing and speed reduction improvements to improve pedestrian safety.	Transportati on Fund (13000)	450,000

1.16	Seattle Department of Transportation	Federal Highway Administration	The grant supports the design of non-motorized access improvements to four new Link light rail stations, as planned by Sound Transit's West Seattle Link Extension project. Station access improvements may include new sidewalks (including ADA ramps), protected bike lanes and neighborhood greenways (including pavement repair and replacement), enhanced crossings, pedestrian plazas, multi-use trail enhancements, and other safety measures and amenities. Potential rechannelization along a segment of Alaska Street (minor arterial) to provide bus-only lanes will be evaluated.	Transportation Fund (13000)	5,465,000
1.17	Seattle Department of Transportation	Federal Highway Administration	The project will install Leading Pedestrian Intervals (LPI) and No Turn on Red (NTOR) Restrictions.	Transportation Fund (13000)	1,978,000

1.18	Seattle Department of Transportation	Federal Highway Administration	This project will construct a new transit corridor within and between the Uptown and South Lake Union Regional Growth Centers, providing direct transit access to the future SLU Light Rail Station. Improvements may include trolley wire infrastructure, bus lanes, lane markings, pavement restoration, signal optimization for transit, bus stops and bus amenities, and improvements to the public realm that will facilitate a transit- and pedestrian-prioritized street.	Transportation Fund (13000)	8,200,000
1.19	Seattle Department of Transportation	Federal Highway Administration	This grant funds the design phase of a project to construct a protected bike lane from S Spokane Street to S Alaska Street and new shared use path in the center median park from S Alaska Street to Columbian Way S.	Transportation Fund (13000)	818,133
1.20	Seattle Department of Transportation	Federal Highway Administration	This project will install fiber to interconnect upgraded traffic signals, adding leading pedestrian intervals, and optimizing corridor signal timing. The project will model and analyze options for removing split phase signal operation on NW 85th St approaching 8th Ave NE and 3rd Ave NW. The project will construct new curb ramps and sidewalk upgrades and Accessible Pedestrian Signals.	Transportation Fund (13000)	3,000,000

1.21	Seattle Department of Transportation	City of Minneapolis; Federal Department of Transportation	This grant funds SDOT's Commercial Vehicle Permit (CVP) policies and implementation of a digital CVP.	Transportation Fund (13000)	6,476,550
1.22	Seattle Police Department	Federal Department of Justice, Bureau of Justice Assistance	This grant provides funding to support the continued investigation and prosecution of unsolved sexual assault cases. These efforts will utilize advanced DNA analysis, new research methodologies, and innovative investigative tools to identify and bring to justice violent sex offenders.	General Fund (00100)	1,500,000
1.23	Seattle Police Department	Federal Department of Justice, Office for Victims of Crime	This grant provides funding for continuation of the Human Trafficking Task Force. Funding will supplement existing efforts, and leverage trafficking victim services that are being provided by victim services providers, refugee resettlement agencies, and other social service organizations, particularly those receiving funds from the Office for Victims of Crime.	General Fund (00100)	490,183

1.24	Seattle Police Department	Federal Department of Justice, Office of Justice Programs	This grant provides funding for the full-scale implementation and process evaluation of an Intelligent Risk Management (IRM) system for 911 call triage. This project aims to enhance the accuracy of risk assessments for incoming emergency calls, facilitating more effective use of alternative responses, such as dispatching co-responders for mental health crises.	General Fund (00100)	690,400
1.25	Seattle Police Department	Washington State Attorney General's Office	This grant provides funding to assist local law enforcement agencies with promoting firearms safety, combatting gun violence, and supporting victims of gun violence.	General Fund (00100)	343,310
1.26	Seattle Police Department	Washington State Parks and Recreation Commission	This annual grant assists in providing boating safety in the waters in and around Seattle.	General Fund (00100)	41,727
1.27	Seattle Police Department	Washington Traffic Safety Commission	This item provides funding for overtime related to supplemental traffic enforcement with special emphasis on impaired and distracted driving, seat belt, and motorcycle safety.	General Fund (00100)	50,000
1.28	Seattle Police Department	Washington Traffic Safety Commission	This item provides funding for the Washington Traffic Safety Commission (WTSC) to work with local law enforcement agencies to develop and implement statewide initiatives focusing on traffic safety education and culture change at the local level.	General Fund (00100)	5,000

1.29	Seattle Public Utilities	Washington State Department of Commerce	Seattle Public Utilities (SPU) is applying on behalf of Watershed Community Development, which is building the Elements, the first of five buildings of a live/work district in the Georgetown neighborhood. The building will have 158 units, specifically for people earning 40-80% AMI with some preferentially offered to artist-residents.	Drainage and Wastewater Fund (44010)	375,688
				Water Fund (43000)	375,688
1.30	Seattle Public Utilities	King County Flood Control District	This grant provides funding for SPU to reduce recurrent street and property flooding in a residential area surrounding 17th Avenue NW and NW 87th Street. SPU will build so-called "green" and "gray" infrastructure, such as upsizing pipes and promoting shallow and deep infiltration, to improve drainage capacity in the area.	Drainage and Wastewater Fund (44010)	1,000,000
1.31	Seattle Public Utilities	Washington State Recreation and Conservation Office	This funding will support completion of final designs and permitting for the replacement of a fish passage barrier on Fauntleroy Creek at 45th Ave SW.	Drainage and Wastewater Fund (44010)	700,000

1.32	Seattle Department of Transportation	Federal Highway Administration	This project will construct new bus stops and bus stop amenities, which may include upgraded sidewalks, protected bike lanes, new and upgraded pedestrian crossings, pavement restoration, signal improvements, updated channelization and lane marking, storm water drainage improvements, pedestrian lighting, street trees, and landscaping.	Transportation Fund (13000)	1,192,835
1.33	Seattle Department of Transportation	Federal Highway Administration	This project will construct new bus stops and bus stop amenities, which may include upgraded sidewalks, protected bike lanes, new and upgraded pedestrian crossings, pavement restoration, signal improvements, updated channelization and lane marking, storm water drainage improvements, pedestrian lighting, street trees, and landscaping.	Transportation Fund (13000)	2,560,000
TOTAL					47,379,926

Section 2. Contingent upon the execution of grant or other funding agreements and receipt of the funds authorized in Section 1 of this ordinance, the appropriations in the 2025 Budget for the following items are increased from the funds shown, as follows:

Item	Department	Fund	Budget Summary Level/BCL Code	CIP Project/ID	Amount (\$)
2.1	Department of Finance and Administrative Services	General Fund (00100)	FAS Oversight-External Projects (00100-BC-FA-EXTPROJ)	Energy Efficiency for Municipal Buildings (MC-FA-ENEFFMBLD)	309,464

2.2	Executive (Office of Emergency Management)	General Fund (00100)	Office of Emergency Management (00100-BO-EP-10000)		7,781
2.3	Executive (Office of Emergency Management)	General Fund (00100)	Office of Emergency Management (00100-BO-EP-10000)		365,791
2.4	Executive (Office of Housing)	Low Income Housing Fund (16400)	Multifamily Housing (16400-BO-HU-3000)		1,666,279
2.5	Executive (Office of Housing)	Low Income Housing Fund (16400)	Homeownership & Sustainability (16400-BO-HU-2000)		610,381
		Office of Housing Fund (16600)	Homeownership & Sustainability (16600-BO-HU-2000)		222,369
2.6	Executive (Office of Sustainability and Environment)	General Fund (00100)	Office of Sustainability and Environment (00100-BO-SE-X1000)		15,400
2.7	Executive (Office of Sustainability and Environment)	General Fund (00100)	Office of Sustainability and Environment (00100-BO-SE-X1000)		665,746
2.8	Law Department	General Fund (00100)	Criminal (00100-BO-LW-J1500)		500,000
2.9	Seattle Center	Seattle Center Fund (11410)	Monorail Rehabilitation (11410-BC-SC-S9403)	Monorail Improvements (MC-SC-S9403)	3,051,546
2.10	Seattle City Light	Light Fund (41000)	Power Supply - CIP (41000-BC-CL-X)	Skagit Facilities Plan (MC-CL-XS6520)	2,587,500
2.11	Seattle City Light	Light Fund (41000)	Utility Operations O&M (41000-BO-CL-UTILOPS)		223,055
2.12	Seattle Department of Construction and Inspections	General Fund (00100)	Government Policy, Safety & Support (00100-BO-CI-U2600)		142,333
2.13	Seattle Department of Transportation	Transportation Fund (13000)	Mobility-Capital (13000-BC-TR-19003)	RapidRide R Line (MC-TR-C150)	1,000,000
2.14	Seattle Department of Transportation	Transportation Fund (13000)	Mobility-Capital (13000-BC-TR-19003)	Revive I-5 Project Support (MC-TR-C124)	299,767

2.15	Seattle Department of Transportation	Transportation Fund (13000)	Mobility-Capital (13000-BC-TR-19003)	Vision Zero (MC-TR-C064)	450,000
2.16	Seattle Department of Transportation	Transportation Fund (13000)	Mobility-Capital (13000-BC-TR-19003)	Sound Transit 3 (MC-TR-C088)	5,465,000
2.17	Seattle Department of Transportation	Transportation Fund (13000)	Mobility-Capital (13000-BC-TR-19003)	Vision Zero (MC-TR-C064)	1,978,000
2.18	Seattle Department of Transportation	Transportation Fund (13000)	Mobility-Capital (13000-BC-TR-19003)	Harrison St Transit Corridor (MC-TR-C119)	1,000,000
2.19	Seattle Department of Transportation	Transportation Fund (13000)	Mobility-Capital (13000-BC-TR-19003)	Bike Master Plan - Protected Bike Lanes (MC -TR-C062)	409,067
2.20	Seattle Department of Transportation	Transportation Fund (13000)	Mobility-Capital (13000-BC-TR-19003)	Next Generation Intelligent Transportation Systems (ITS) (MC-TR-C021)	3,000,000
2.21	Seattle Department of Transportation	Transportation Fund (13000)	Mobility Operations (13000-BO-TR-17003)		6,476,550
2.22	Seattle Police Department	General Fund (00100)	Criminal Investigations (00100-BO-SP-P7000)		1,500,000
2.23	Seattle Police Department	General Fund (00100)	Criminal Investigations (00100-BO-SP-P7000)		490,183
2.24	Seattle Police Department	General Fund (00100)	Chief of Police (00100- BO-SP-P1000)		690,400
2.25	Seattle Police Department	General Fund (00100)	Collaborative Policing (00100-BO-SP-P4000)		223,310
			Technical Services (00100-BO-SP-P8000)		120,000
2.26	Seattle Police Department	General Fund (00100)	Special Operations (00100-BO-SP-P3400)		41,727
2.27	Seattle Police Department	General Fund (00100)	Special Operations (00100-BO-SP-P3400)		50,000
2.28	Seattle Police Department	General Fund (00100)	Special Operations (00100-BO-SP-P3400)		5,000

2.29	Seattle Public Utilities	Drainage and Wastewater Fund (44010)	Leadership and Administration (44010-BO-SU-N100B)		375,688
		Water Fund (43000)	Leadership and Administration (43000-BO-SU-N100B)		375,688
Total					34,318,025

Unspent funds so appropriated shall carry forward to subsequent fiscal years until they are exhausted or abandoned by ordinance, except for items 2.5 and 2.6. Additionally, on December 31 annually, for each appropriation in this section, if the remaining funds are \$1.00 or less, that appropriation is abandoned.

Section 3. The following positions are created in the following departments:

Item	Department	Position Title	Position Status	Number
3.1	Seattle Police Department	Plng&Dev Spec,Sr-BU (@ 96683 - 034)	Full-time	1.0
Total				1.0

The Directors of the relevant departments are authorized to fill these positions subject to Seattle Municipal Code Title 4, the City's Personnel Rules, and applicable employment laws.

Section 4. Any act consistent with the authority of this ordinance taken after its passage and prior to its effective date is ratified and confirmed.

Section 5. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the _____ day of _____, 2025, and signed by me in open session in authentication of its passage this ____ day of _____, 2025.

President _____ of the City Council

Approved / returned unsigned / vetoed this ____ day of _____, 2025.

Bruce A. Harrell, Mayor

Filed by me this ____ day of _____, 2025.

Scheereen Dedman, City Clerk

(Seal)

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
City Budget Office		Candice Foote

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to acceptance of funding from non-City sources; authorizing the heads of various departments to accept and authorize the expenditure of specified grants, private funding, and subsidized loans and to execute, deliver, and perform corresponding agreements; amending Ordinance 127156, which adopted the 2025 Budget, including the 2025-2030 Capital Improvement Program (CIP); changing appropriations to various departments and budget control levels, and from various funds in the Budget; revising project allocations for certain projects in the 2025-2030 CIP; creating positions; and ratifying and confirming certain prior acts.

Summary and Background of the Legislation: This ordinance proposes the acceptance of grants and/or private funds or donations from various agencies and organizations and authorizes the expenditure of funding backed by their respective revenue sources.

During the year, City departments receive grant awards or opportunities for other funding resources that are not anticipated in the Adopted Budget. The City Budget Office formally accepts these funds by compiling departmental grants acceptances and similar agreements in separate ordinances throughout the year.

The attached ordinance contains requests related to grants, donations, or other private funding agreements, modifying the Adopted Budget for the first quarter of 2025. This ordinance includes language that automatically abandons automatic carryforward items between \$0.00 and \$1.00 without returning to Council. This provision assists departments in cleaning up small remaining appropriation authority before carryforward processes run. Remaining grant balances \$1.00 and over will continue to come to Council for abandonment.

2. CAPITAL IMPROVEMENT PROGRAM

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

See Attachment A to this document for additional details.

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City? ☒ Yes ☐ No

Expenditure Change (\$);	2025	2026 est.	2027 est.	2028 est.	2029 est.
General Fund	5,127,135	0	0	0	0

Expenditure Change (\$); Other Funds	2025	2026 est.	2027 est.	2028 est.	2029 est.
	29,100,889	7,609,066		0	0

Revenue Change (\$); General Fund	2025	2026 est.	2027 est.	2028 est.	2029 est.
	5,127,135	0	0	0	0
Revenue Change (\$); Other Funds	2025	2026 est.	2027 est.	2028 est.	2029 est.
	29,100,889	7,609,066		0	0

Number of Positions	2025	2026 est.	2027 est.	2028 est.	2029 est.
	1	0	0	0	0
Total FTE Change	2025	2026 est.	2027 est.	2028 est.	2029 est.
	1	0	0	0	0

2026 Column reflects amounts to be included in the 2026 Proposed CIP Plan for SDOT.

3.a. Appropriations

☒ **This legislation adds, changes, or deletes appropriations.**

See Attachment A to this document for additional details.

3.b. Revenues/Reimbursements

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

See Attachment A to this document for additional details.

3.c. Positions

☒ This legislation adds, changes, or deletes positions.

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

Position # for Existing Positions	Position Title & Department*	Fund Name & Number	Program & BCL	PT/FT	2025 Positions	2025 FTE	Does it sunset? (If yes, explain below in Position Notes)
NA	Plng&Dev Spec,Sr-BU (@ 96683 – 034) – Seattle Police Department	General Fund (00100)	Special Victims (PO-SP-P7900), General Fund Criminal Investigations (00100-BO-SP-P7000)	FT	1.0	1.0	Yes
TOTAL					1.0	1.0	

* List each position separately.

Position Notes: Position will sunset September 30, 2027 unless additional funding is secured.

3.d. Other Impacts

Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts. No.

If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources. None

Please describe any financial costs or other impacts of *not* implementing the legislation. Without these resources, departments will be unable to carry out the work as described in Attachment A without affecting other resources.

4. OTHER IMPLICATIONS

- a. **Please describe how this legislation may affect any departments besides the originating department.**

This legislation is prepared by the City Budget Office on behalf of other Departments and impacts a number of departments' 2025 budgets as outlined in Attachment A.

- b. **Does this legislation affect a piece of property? If yes, please attach a map and explain any impacts on the property. Please attach any Environmental Impact Statements, Determinations of Non-Significance, or other reports generated for this property.**

No.

- c. **Please describe any perceived implication for the principles of the Race and Social Justice Initiative.**

Please see Attachment A to this document for additional details regarding the types and locations of grants being accepted.

- i. **How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**

Please see Attachment A to this document for additional details regarding the types and locations of grants being accepted.

- ii. **Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**

Please see Attachment A to this document for additional details regarding the types and locations of grants being accepted.

- iii. **What is the Language Access Plan for any communications to the public?**

Please see Attachment A to this document for additional details regarding the types and locations of grants being accepted.

- d. **Climate Change Implications**

- i. **Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.**

Please see Attachment A to this document for additional details on grants that may affect carbon emissions.

- ii. **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.**

Please see Attachment A to this document for additional details on grants that may affect Seattle's resiliency.

- e. **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)? What mechanisms will be used to measure progress towards meeting those goals?**

Grant funding goals are outlined in specific grant agreements. Please see Attachment A to this document for details on the grant purpose as it pertains to grant agreement goals.

5. CHECKLIST

- ☐ **Is a public hearing required?**
- ☐ **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?**
- ☒ **If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?**
- ☐ **Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?**

6. ATTACHMENTS

Summary Attachments:

Summary Attachment A – 2025 Q1 Acceptance Ordinance Detail Table

Item	Department	Source	Description	Fund	Budget Summary Level / BCL Code	Capital Project / ID	Accepted (\$)	Appropriated (\$)
1.1 / 2.1	Department of Finance and Administrative Services	Washington State Department of Commerce	This item increases grant-backed authority by \$309,464 in the General Fund in the Finance & Administrative Services in the Energy Efficiency for Municipal Buildings FAS Oversight-External projects Budget Control Level (00100-BC-FA-EXTPROJ). This grant is awarded by the WA State Dept of Commerce, whose resources will be used to support energy efficient upgrades at Seattle Center, Magnuson Park, and Woodland Park Zoo. There is a match requirement for this grant. The Office of Sustainability and Environment (OSE) has committed \$102,000 of existing Payroll Expense Tax budget from the utility rebate revenue backed appropriation to meet the match requirement. The OSE MEEP program will staff this project; there are no other staffing impacts. The period of performance for this grant is from acceptance until 6/30/2025.	General Fund (00100)	FAS Oversight-External Projects (00100-BC-FA-EXTPROJ)	Energy Efficiency for Municipal Buildings (MC-FA-ENEFFMBLD)	309,464	309,464
1.2 / 2.2	Executive (Office of Emergency Management)	Washington State Military Department (Federal Emergency Management Agency)	This item increases appropriation authority by \$7,781 in the Office of Emergency Management BSL (00100-BO-EP-10000). This grant funding is from the Federal Emergency Management Agency Building Resilience in Community (BRIC) grant program as a pass-through via U.S. Department of Homeland Security through the Washington State Military Department - Emergency Management Division. The grant will support the development of Unreinforced Masonry (URM) benefit cost analysis (BCA) tools to evaluate the cost effectiveness of seismic retrofits combined with heat pump conversions. The analysis will focus on four URM building types representing the highest structural and socioeconomic vulnerability in the Pioneer Square and Chinatown/International District neighborhoods of Seattle. Completed BCAs will support future grant applications for seismic retrofits, and possible climate resilience upgrades, of URM buildings located in Seattle’s most socioeconomically disadvantaged areas This \$7,781 provides funding for OEM grant administration with no match required. An additional \$142,333 of federal and state funds for Project Costs has been awarded to Seattle Department of Construction and Inspections (SDCI).	General Fund (00100)	Office of Emergency Management (00100-BO-EP-10000)		7,781	7,781
1.3 / 2.3	Executive (Office of Emergency Management)	Washington State Military Department, Emergency Management Division	This item increases appropriation authority by \$365,791 in the Office of Emergency Management BSL (00100-BO-EP-10000). This grant funding is from the Washington State Military Department - Emergency Management Division. This grant will support the enhancement, sustainment and improvement of the City of Seattle's emergency management program through emergency management planning, as well as training and exercise coordination. This grant provides partial funding of two full-time OEM emergency management positions. The grant period of performance is June 1, 2024, through September 30, 2025, and has a matching requirement of \$365,791 provided by OEM's general fund budget.	General Fund (00100)	Office of Emergency Management (00100-BO-EP-10000)		365,791	365,791
1.4 / 2.4	Executive (Office of Housing)	Federal Department of Housing and Urban Development	This item increases grant-backed appropriation authority by \$1,666,279 in the Office of Housing, in the Low-Income Housing Fund Multifamily Budget Control Level (16400-BO-HU-3000). This grant funding is the U.S. Department of Housing and Urban Development and supports the predevelopment and capital development costs of the Henderson Street affordable housing project. The period of performance for this grant is from March 9, 2024, through September 30, 2032. There are no local match requirements and no ongoing cost impacts associated with this grant.	Low-Income Housing Fund (16400)	Multifamily Housing (16400-BO-HU-3000)		1,666,279	1,666,279
1.5 / 2.5	Executive (Office of Housing)	Puget Sound Energy	This item increases revenue-backed appropriation authority in the Office of Housing by \$610,381 in the Low-Income Housing Fund Homeownership & Sustainability Budget Control Level (16400-BO-HU-2000) and by \$222,369 in the Office of Housing	Low-Income Housing Fund (16400)	Homeownership & Sustainability (16400-BO-HU-2000)		610,381	610,381

Item	Department	Source	Description	Fund	Budget Summary Level / BCL Code	Capital Project / ID	Accepted (\$)	Appropriated (\$)
			Fund Homeownership & Sustainability Budget Control Level (16600-BO-HU-2000). This funding agreement with Puget Sound Energy supports implementation of energy efficiency improvements for qualifying low-income homeowners. The period of performance for this grant is from January 1, 2025, through December 31, 2025. There are no local match requirements and no ongoing cost impacts associated with this grant.	Office of Housing Fund (16600)	Homeownership & Sustainability (16600-BO-HU-2000)		222,369	222,369
1.6 / 2.6	Executive (Office of Sustainability and Environment)	Environmental Defense Fund	This item increases grant-backed appropriation authority by \$15,400 in the Office of Sustainability & Environment (OSE), in the General Fund Sustainability and Environment Budget Control Level (00100-BO-SE-X1000). This grant is being awarded by the Environmental Defense Fund, whose resources will be used to hire a temporary Climate Corps Fellow at OSE as part of the Climate Corps Fellowship program. OSE has participated in this program for several years. There are no match requirements for this grant. The grant will be used to fund a 10-12 week temporary Fellow who will be managed by existing staff. The period of performance for this grant is from acceptance until 9/30/2025.	General Fund (00100)	Office of Sustainability and Environment (00100-BO-SE-X1000)		15,400	15,400
1.7 / 2.7	Executive (Office of Sustainability and Environment)	Washington State Department of Ecology	This item increases grant-backed appropriation authority by \$665,746 in the Office of Sustainability & Environment (OSE), in the General Fund Sustainability and Environment Budget Control Level (00100-BO-SE-X1000). This grant is being awarded by the Washington State Dept of Ecology, whose resources will be used to fund outreach and engagement work with communities that are historically overburdened with health, social, and environmental inequities and are highly impacted by criteria air pollution. There are no match requirements for this grant. Existing program staff will be responsible for managing this grant; there are no other staffing impacts. The period of performance for this grant is from acceptance through 6/30/2025.	General Fund (00100)	Office of Sustainability and Environment (00100-BO-SE-X1000)		665,746	665,746
1.8 / 2.8	Law Department	Federal Department of Justice Office on Violence Against Women	This item increases grant-backed appropriation authority by \$500,000 in the Law Department (LAW) Criminal Budget Control Level (00100-BO-LW-J1500). This grant from the US Department of Justice, Office on Violence Against Women will support an temporary investigator in the Law Department over three years to provide capacity to investigate and/or prosecute domestic violence while supporting victim safety and autonomy, hold offenders accountable and promote trust within the surrounding community. The grant period of performance is from October 1, 2024 to September 30, 2027 and does not have a matching requirement. Accepting this grant will not result in an ongoing cost to the City after expiration.	General Fund (00100)	Criminal (00100-BO-LW-J1500)		500,000	500,000
1.9 / 2.9	Seattle Center	Federal Transit Administration / Puget Sound Regional Council	This item increases appropriation authority by \$3,051,546 in the Seattle Center Department Monorail Rehabilitation (11410-BC-SC-S9403). This grant will support work to design and make modifications to the Seattle Center Monorail station to increase accessibility. Other funding for the project includes \$15 million Federal Transit Authority (FTA) ASAP grant, \$5 million from Move Ahead Washington and \$3 million in Federal Transit Authority (FTA) formula funding. This grant will support 1.5 FTE of which 1.0 FTE is to be a term limited position that will be specific to this project.	Seattle Center Fund (11410)	Monorail Rehabilitation (11410-BC-SC-S9403)	Monorail Improvements (MC-SC-S9403)	3,051,546	3,051,546

Item	Department	Source	Description	Fund	Budget Summary Level / BCL Code	Capital Project / ID	Accepted (\$)	Appropriated (\$)
1.10 / 2.10	Seattle City Light	United States Department of Energy	This item increases grant-backed appropriation authority by \$2,587,500 in Seattle City Light's Power Supply - CIP Budget Control Level (41000-BC-CL-X). The grant funding is from the United States Department of Energy (DOE). This project supports the HVAC and roof replacement project at Diablo Powerhouse in Rockport, Washington which will repair deficiencies in the existing powerhouse roof, replace damaged and non-operational HVAC equipment, improve indoor air quality for building occupants and components, and provide redundancy for critical systems. This is a cost sharing grant where DOE reimburses up to 30% of the actual cost and no match is required.	Light Fund (41000)	Power Supply - CIP (41000-BC-CL-X)	Skagit Facilities Plan (MC-CL-XS6520)	2,587,500	2,587,500
1.11 / 2.11	Seattle City Light	United States Department of the Interior	This item increases grant-backed appropriation authority by \$223,055 in the Seattle City Light Utility Operations O&M Control Level (41000-BO-CL-UTILOPS). This initiative will share in the contracting and costs of three flights over the Sourdough burn area to collect LiDAR data in order to monitor for changes in debris flow potential, flooding, and fuel accumulations. The grant is funded by the United States Department of the Interior.	Light Fund (41000)	Utility Operations O&M (41000-BO-CL-UTILOPS)		223,055	223,055
1.12 / 2.12	Seattle Department of Construction and Inspections	Washington State Military Department and Federal Emergency Management Agency	This item increases grant-backed appropriation authority by \$142,333 (\$122,000 Federal and \$20,333 State) in the Seattle Department of Construction and Inspections' (SDCI's) General Fund Government Policy, Safety & Support budget control level (00100-BO-CI-U2600). This grant will support tools to evaluate the cost effectiveness of seismic retrofits combined with heat pump conversions. There is a \$20,333 match requirement which will be provided by labor hours within SDCI's 2025 Adopted Budget. There are no ongoing costs associated with this grant acceptance. The period of performance runs from April 2025 through January 2027.	General Fund (00100)	Government Policy, Safety & Support (00100-BO-CI-U2600)		142,333	142,333
1.13 / 2.13	Seattle Department of Transportation	King County Metro	This item increases revenue-backed appropriation authority by \$1,000,000 in the Department of Transportation, in the Transportation Fund Mobility-Capital Budget Control Level (13000-BC-TR-19003). This item is needed in order to approve King County Metro paying up to \$1,000,000 to the City for initiation and early planning on the RapidRide R Line project.	Transportation Fund (13000)	Mobility-Capital (13000-BC-TR-19003)	RapidRide R Line (MC-TR-C150)	1,000,000	1,000,000
1.14 / 2.14	Seattle Department of Transportation	Washington State Department of Transportation	This item increases revenue-backed appropriation authority by \$299,767 in the Seattle Department of Transportation (SDOT), in the Transportation Fund Mobility-Capital Budget Control Level (13000-BC-TR-19003). This reimbursable partnership funding is from the Washington State Department of Transportation (WSDOT). This item provides funding to support and coordinate the City's Revive I-5 efforts with the State. The City will support the State's efforts by installing transit priority measures and other operational improvements on City streets, which may include dedicated bus priority lanes, new signal improvements and communication systems, and commute trip reduction programs. There is no City match requirement. There are no ongoing cost impacts by accepting this partnership funding.	Transportation Fund (13000)	Mobility-Capital (13000-BC-TR-19003)	Revive I-5 Project Support (MC-TR-C124)	299,767	299,767
1.15 / 2.15	Seattle Department of Transportation	Washington State Department of Transportation	This item increases revenue-backed appropriation authority by \$450,000 in the Seattle Department of Transportation, in the Transportation Fund Mobility-Capital Budget Control Level (13000-BC-TR-19003). This item adds reimbursable appropriation authority in Vision Zero CIP (MC-TR-C064). WSDOT is partnering with SDOT to design and deliver pedestrian crossing improvements. This item is needed in 2025 as work is occurring this year. There are no ongoing operating implications from this grant.	Transportation Fund (13000)	Mobility-Capital (13000-BC-TR-19003)	Vision Zero (MC-TR-C064)	450,000	450,000

Item	Department	Source	Description	Fund	Budget Summary Level / BCL Code	Capital Project / ID	Accepted (\$)	Appropriated (\$)
1.16 / 2.16	Seattle Department of Transportation	Federal Highway Administration	This item increases grant-backed appropriation authority by \$5,465,000 in the Seattle Department of Transportation (SDOT) Transportation Fund Mobility-Capital Budget Control Level (13000-BC-TR-19003). This grant funding is from the Federal Highway Administration (FHWA) through the Carbon Reduction program for the federal fiscal year 2026. This item provides funding to design non-motorized access improvements to four new Link light rail stations, as planned by Sound Transit’s West Seattle Link Extension (WSLE) project. The following SDOT projects are funded under this grant: West Seattle Link Extension Station Access Improvements. The local match requirement is 13.5% and has been budgeted. There are no ongoing operating implications from this grant.	Transportation Fund (13000)	Mobility-Capital (13000-BC-TR-19003)	Sound Transit 3 (MC-TR-C088)	5,465,000	5,465,000
1.17 / 2.17	Seattle Department of Transportation	Federal Highway Administration	This item increases grant-backed appropriation authority by \$1,978,000 in the Seattle Department of Transportation (SDOT) Transportation Fund Mobility-Capital Budget Control Level (13000-BC-TR-19003). This grant funding is from the Federal Highway Administration (FHWA) through the Highway Safety Improvement Program (HSIP) for the federal fiscal year 2026. This item provides funding to install Leading Pedestrian Intervals (LPI) and No Turn on Red (NTOR) Restrictions. The following SDOT projects are funded under this grant: Vision Zero Leading Pedestrian Intervals (LPI) and No Turn on Red (NTOR) Restrictions. There is no local match requirement for this grant. There are no ongoing operating implications from this grant.	Transportation Fund (13000)	Mobility-Capital (13000-BC-TR-19003)	Vision Zero (MC-TR-C064)	1,978,000	1,978,000
1.18 / 2.18	Seattle Department of Transportation	Federal Highway Administration	This item increases grant-backed appropriation authority by \$1,000,000 in the Seattle Department of Transportation (SDOT) Transportation Fund Mobility-Capital Budget Control Level (13000-BC-TR-19003). This grant funding is from the Federal Highway Administration (FHWA) through the Congestion Mitigation and Air Quality Improvement Program. This item provides funding to construct a new transit corridor within and between the Uptown and South Lake Union Regional Growth Centers, providing direct transit access to the future SLU Light Rail Station. The following SDOT projects are funded under this grant: Harrison & Mercer Transit Access Project. The local match requirement is 13.5% and is budgeted. The remaining \$7,200,000 grant appropriation will be requested in 2026. There are no ongoing operating implications from this grant.	Transportation Fund (13000)	Mobility-Capital (13000-BC-TR-19003)	Harrison St Transit Corridor (MC-TR-C119)	8,200,000	1,000,000
1.19 / 2.19	Seattle Department of Transportation	Federal Highway Administration	This item accepts \$818,133 and increases grant-backed appropriation authority by \$409,067 in the Seattle Department of Transportation (SDOT) Transportation Fund Mobility-Capital Budget Control Level (13000-BC-TR-19003). This grant funding is from the Federal Highway Administration (FHWA) through the Equity Pilot grant program. This item provides funding to design a new protected bike lane covering Beacon Ave S, from S Spokane St to Columbian Way S. The following SDOT projects are funded under this grant: Beacon Ave S Safety Protected Bike Lane. The local match requirement is 13.5%, which has been budgeted. The remaining \$409,066 grant will be appropriated in 2026. There are no ongoing operating implications from this grant.	Transportation Fund (13000)	Mobility-Capital (13000-BC-TR-19003)	Bike Master Plan - Protected Bike Lanes (MC-TR-C062)	818,133	409,067

Item	Department	Source	Description	Fund	Budget Summary Level / BCL Code	Capital Project / ID	Accepted (\$)	Appropriated (\$)
1.20 / 2.20	Seattle Department of Transportation	Federal Highway Administration	This item increases grant-backed appropriation authority by \$1,411,543 in the Seattle Department of Transportation (SDOT) Transportation Fund Mobility-Capital Budget Control Level (13000-BC-TR-19003). This grant funding is from the Federal Highway Administration (FHWA) through the Surface Transportation Block Grant program. This item provides funding to install fiber to interconnect upgraded traffic signals, add leading pedestrian intervals, and optimize corridor signal timing. The following SDOT projects are funded under this grant: 80th St and 85th St ITS Corridors. The local match requirement is 13.5% and has been budgeted. There are no ongoing operating implications from this grant.	Transportation Fund (13000)	Mobility-Capital (13000-BC-TR-19003)	Next Generation Intelligent Transportation Systems (ITS) (MC-TR-C021)	3,000,000	1,411,543
			This item increases grant-backed appropriation authority by \$1,588,457 in the Seattle Department of Transportation (SDOT) Transportation Fund Mobility-Capital Budget Control Level (13000-BC-TR-19003). This grant funding is from the Federal Highway Administration (FHWA) through the Congestion Mitigation and Air Quality Grant program. This item provides funding to install fiber to interconnect upgraded traffic signals, add leading pedestrian intervals, and optimize corridor signal timing. The following SDOT projects are funded under this grant: 80th St and 85th St ITS Corridors. The local match requirement is 13.5% and has been budgeted. There are no ongoing operating implications from this grant.	Transportation Fund (13000)	Mobility-Capital (13000-BC-TR-19003)	Next Generation Intelligent Transportation Systems (ITS) (MC-TR-C021)		1,588,457
1.21 / 2.21	Seattle Department of Transportation	City of Minneapolis; Federal Department of Transportation	This item increases grant-backed appropriation authority by \$6,476,550 in the Seattle Department of Transportation (SDOT), in the Transportation Fund Mobility Operations Budget Control Level (13000-BO-TR-17003). This grant funding is from the U.S. Department of Transportation (USDOT) through the Strengthening Mobility and Revolutionizing Transportation (SMART) grant for federal fiscal year 2024. The City of Minneapolis is the direct recipient, and the City of Seattle is a sub-recipient of phase II of the grant. The City was a direct Phase I grant recipient in 2023. This item provides funding to continue and enhance the City of Seattle's modern urban goods logistics program through the updating of Commercial Vehicle Permit (CVP) policies and implementation of a digital CVP. The grant period of performance is from March 15, 2025 through March 15, 2028. There is no match requirement. There are no ongoing cost impacts by accepting this grant.	Transportation Fund (13000)	Mobility Operations (13000-BO-TR-17003)		6,476,550	6,476,550
1.22 / 2.22 / 3.1	Seattle Police Department	Federal Department of Justice, Bureau of Justice Assistance	This item increases grant-backed appropriation authority by \$1,500,000 in the Seattle Police Department, in the General Fund Criminal Investigations Budget Control Level (00100-BO-SP-P7000). This grant funding is from the Department of Justice Bureau of Justice Assistance. This item provides funding to address the sexual assault case backlog and resolve cases with identified and unidentified DNA profiles. It will enhance SPD's capabilities by forming a multidisciplinary team (MDT) involving prosecutors, victim advocates, and service providers to ensure a coordinated response. SPD will implement a Sexual Assault Management System for real-time tracking and management of sexual assault kits, aiding in the seamless collaboration among MDT members. Advanced DNA testing methodologies will be employed to resolve cases. This grant will support victim-centered notifications and trauma-informed support services, ensuring survivors receive timely and sensitive updates. The contract term runs from October 1, 2024 to September 30, 2027. This grant will support 1 FTE position intended to sunset September 30, 2027, unless new funding is secured. There are no matching requirements or other ongoing cost impacts by accepting this grant.	General Fund (00100)	Criminal Investigations (00100-BO-SP-P7000)		1,500,000	1,500,000

Item	Department	Source	Description	Fund	Budget Summary Level / BCL Code	Capital Project / ID	Accepted (\$)	Appropriated (\$)
1.23 / 2.23	Seattle Police Department	Federal Department of Justice, Office for Victims of Crime	This item increases grant-backed appropriation authority by \$490,183 in the Seattle Police Department, in the General Fund Criminal Investigations Budget Control Level (00100-BO-SP-P7000). This grant funding is from the U.S. Department of Justice Office for Victims of Crime (OVC). This item provides funding for the continuation of the Human Trafficking Task Force, including support for 1 FTE Labor Trafficking detective. The funding will also be used for overtime for detectives, administrative time, translation services, evaluation, purchase of equipment, training and supplies. The term of this grant runs from October 1, 2024 through September 30, 2027. There is a matching requirement of \$163,394 for in-kind personnel. This grant supports 1 FTE position intended to sunset September 30, 2027, unless new funding is secured. There are no other ongoing cost impacts by accepting this grant.	General Fund (00100)	Criminal Investigations (00100-BO-SP-P7000)		490,183	490,183
1.24 / 2.24	Seattle Police Department	Federal Department of Justice, Office of Justice Programs	This item increases grant-backed appropriation authority by \$690,400 in the Seattle Police Department, in the General Fund Chief of Police Budget Control Level (00100-BO-SP-P1000). This funding is from the Department of Justice Bureau of Justice Assistance. This item provides funding for an Intelligent Risk Management (IRM) system. The IRM system leverages natural language processing and advanced statistical models to classify call severity in real time, reducing the need for an "all-hazards" police response. Grant funds will allow SPD to refine, test, and deploy the IRM system citywide, improving response times, operational efficiency, and community safety. The project will involve rigorous testing to ensure the system's accuracy and integration with existing operations, followed by comprehensive training and full-scale deployment across Seattle's emergency response network. The contract term runs from October 1, 2024 to September 30, 2027. There are no matching requirements or ongoing cost impacts associated with this item.	General Fund (00100)	Chief of Police (00100-BO-SP-P1000)		690,400	690,400
1.25 / 2.25	Seattle Police Department	Washington State Attorney General's Office	This item increases grant-backed appropriation authority by \$343,310 in the Seattle Police Department, by \$223,310 in the General Fund Collaborative Policing Budget Control Level (00100-BO-SP-P4000) and by \$120,000 in the General Fund Technical Services Budget Control Level (00100-BO-SP-P8000). This funding is from the Washington State Attorney General's Office. This item provides funding for two projects: 1) Youth Firearm Safety Outreach (\$223,310) is a partnership with UW's Harborview Injury Prevention & Research Center & 2) Secure Firearm Storage (\$120,000) is the purchase of static and mobile shelving to expand our secure gun storage capacity. The contract term runs from January 1, 2025 to December 31, 2026. There are no matching requirements or ongoing cost impacts associated with this item.	General Fund (00100)	Collaborative Policing (00100-BO-SP-P4000)		343,310	223,310
				General Fund (00100)	Technical Services (00100-BO-SP-P8000)			120,000

Item	Department	Source	Description	Fund	Budget Summary Level / BCL Code	Capital Project / ID	Accepted (\$)	Appropriated (\$)
1.26 / 2.26	Seattle Police Department	Washington State Parks and Recreation Commission	This item increases grant-backed appropriation authority by \$41,727 in the Seattle Police Department, in the General Fund Special Operations Budget Control Level (00100-BO-SP-P3400). This funding is from the Washington State Parks and Recreation Commission under the Recreational Boating Safety Program. This item provides funding to carry out approved prevention plans and report goals as required by the grantor; execute special emphasis patrols in Seattle; enforce policies and laws; conduct vessel safety inspections and recreational boater safety education; attend community events; make presentations to groups and schools concerning boater safety; and participate in Operation Dry Water. The term of the grant runs from January 1, 2025 through December 31, 2025. There is a \$5,432 match for this grant that will be satisfied by the SPD Harbor Unit. There are no ongoing cost impacts associated with this item.	General Fund (00100)	Special Operations (00100-BO-SP-P3400)		41,727	41,727
1.27 / 2.27	Seattle Police Department	Washington Traffic Safety Commission	This item increases grant-backed appropriation authority by \$50,000 in the Seattle Police Department, in the General Fund Special Operations Budget Control Level (00100-BO-SP-P3400). This grant funding is from the Washington State Traffic Safety Commission. This item provides funding for overtime related to supplemental traffic enforcement with special emphasis on impaired and distracted driving, seat belt, and motorcycle safety. The contract term runs from October 1, 2024 to September 30, 2025. There are no matching requirements or ongoing cost impacts associated with this item.	General Fund (00100)	Special Operations (00100-BO-SP-P3400)		50,000	50,000
1.28 / 2.28	Seattle Police Department	Washington Traffic Safety Commission	This item increases grant-backed appropriation authority by \$5,000 in the Seattle Police Department, in the General Fund Special Operations Budget Control Level (00100-BO-SP-P3400). This grant funding is from the Washington State Traffic Safety Commission. This item provides funding to support the Law Enforcement Liaison (LEL) position, which works to: 1. Grow participation in regional traffic safety activities; 2. Provide leadership in the development of professional development for traffic safety minded officers; and 3. Provide guidance/feedback on law enforcement topics to the regional Target Zero Manager and traffic safety coalition (if applicable). The contract term runs from November 18, 2024 to September 30, 2025. There are no matching requirements or ongoing cost impacts associated with this item.	General Fund (00100)	Special Operations (00100-BO-SP-P3400)		5,000	5,000
1.29 / 2.29	Seattle Public Utilities	Washington State Department of Commerce	This item accepts a grant and increases appropriation authority for Seattle Public Utilities (SPU), in the Drainage and Wastewater Fund Leadership and Administration Budget Control Level (44010-BO-SU-N100B) and the Water Fund Leadership and Administration Budget Control Level (43000-BO-SU-N100B), for a grant from the Washington State Department of Commerce (WSDC). SPU is applying on behalf of Watershed Community Development, which is building the Elements, the first of five buildings of a live/work district in the Georgetown neighborhood. The building will have 158 units, specifically for people earning 40-80% AMI with some preferentially offered to artist-residents. This item provides \$751,375 from WSDC to SPU. The duration of this grant will be 24 months from the date of execution.	Drainage and Wastewater Fund (44010)	Leadership and Administration (44010-BO-SU-N100B)		375,688	375,688
				Water Fund (43000)	Leadership and Administration (43000-BO-SU-N100B)		375,688	375,688

Item	Department	Source	Description	Fund	Budget Summary Level / BCL Code	Capital Project / ID	Accepted (\$)	Appropriated (\$)
1.30	Seattle Public Utilities	King County Flood Control District	This item accepts a grant award of \$1,000,000 to Seattle Public Utilities (SPU) in the Drainage and Wastewater Fund Protection of Beneficial Uses Budget Control Level (44010-BC-SU-C333B). This is being awarded by the King County Flood Control District (KCFD) and is intended to reduce recurrent street and property flooding in a residential area surrounding 17th Avenue NW and NW 87th Street. SPU will improve drainage capacity by upsizing pipes and promoting shallow and deep infiltration. KCFD is a quasi-municipal corporation of the State of Washington, authorized to provide funding for flood control and stormwater protection projects and activities. This item provides funding to reduce recurrent street and property flooding in a residential area surrounding 17th Avenue NW and NW 87th Street. This item provides \$1,000,000 from KCFD to SPU. No new appropriation in SPU is needed. This award runs through December 31, 2027.	Drainage and Wastewater Fund (44010)	Protection of Beneficial Uses (44010-BC-SU-C333B)	GSI for Protection of Beneficial Uses (MC-SU-C3316)	1,000,000	
1.31	Seattle Public Utilities	Washington State Recreation and Conservation Office	This item accepts a grant award of \$700,000 to Seattle Public Utilities in the Drainage and Wastewater Fund Protection of Beneficial Uses Budget Control Level (44010-BC-SU-C333B). This grant is being awarded by the Washington State Recreation and Conservation Office and provides funding to complete final designs and permitting for replacement of a fish passage barrier on Fauntleroy Creek at 45th Ave SW. No new appropriation at SPU is needed.	Drainage and Wastewater Fund (44010)	Protection of Beneficial Uses (44010-BC-SU-C333B)	Creek Culvert Replacement Program (MC-SU-C3314)	700,000	
1.32	Seattle Department of Transportation	Federal Highway Administration	This item accepts \$1,192,835 grant in the Seattle Department of Transportation (SDOT) Transportation Fund Mobility Capital Budget Control Level (13000-BC-TR-19003). This grant funding is from the Federal Highway Administration (FHWA) through the Surface Transportation Block Grant program. This item provides funding to construct new bus stops and bus stop amenities. The following SDOT projects are funded under this grant: Graham Street Station Access & Complete Street. The local match requirement is 13.5% and has been budgeted. There are no ongoing operating implications from this grant.	Transportation Fund (13000)	Mobility-Capital (13000-BC-TR-19003)	TBD	1,192,835	
1.33	Seattle Department of Transportation	Federal Highway Administration	This item accepts \$2,560,000 grant in the Seattle Department of Transportation (SDOT) Transportation Fund Mobility Capital Budget Control Level (13000-BC-TR-19003). This grant funding is from the Federal Highway Administration (FHWA) through the Carbon Reduction program. This item provides funding to construct new bus stops and bus stop amenities. The following SDOT projects are funded under this grant: Graham Street Station Access & Complete Street. The grant appropriation will be requested in 2025 Mid-year Supplemental. The local match requirement is 13.5%, and is budgeted. There are no ongoing operating implications from this grant.	Transportation Fund (13000)	Mobility-Capital (13000-BC-TR-19003)	TBD	2,560,000	
TOTAL							47,379,926	34,318,025