



# CITY OF SEATTLE

## City Council

### Agenda

Tuesday, January 24, 2023

2:00 PM

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

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

Chair Info: 206-684-8805; [Debora.Juarez@seattle.gov](mailto:Debora.Juarez@seattle.gov)

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# CITY OF SEATTLE

## City Council Agenda

**January 24, 2023 - 2:00 PM**

### **Meeting Location:**

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

### **Committee Website:**

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

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

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

Submit written comments to all Councilmembers at [Council@seattle.gov](mailto:Council@seattle.gov)

### **A. CALL TO ORDER**

### **B. ROLL CALL**

### **C. PRESENTATIONS**

### **D. PUBLIC COMMENT**

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

**E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR:**

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

[IRC 377](#)

January 24, 2023

**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 410](#) January 17, 2023

**Attachments:** [Minutes](#)

**Bills:**

2. [CB 120495](#) AN ORDINANCE appropriating money to pay certain claims for the week of January 9, 2023 through January 13, 2023 and ordering the payment thereof; and ratifying and confirming certain prior acts.

**H. COMMITTEE REPORTS**

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

**PUBLIC ASSETS AND HOMELESSNESS COMMITTEE:**

1. [CB 120484](#) AN ORDINANCE authorizing the Director of Finance and Administrative Services to execute a fifth amendment to the Lease and Concession Agreement between The City of Seattle and BH Music Center for Benaroya Hall.

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

**In Favor: 4 - Lewis, Herbold, Juarez, Morales**

**Opposed: None**

**Attachments:** [Att A - Fifth Amendment to Lease and Concession Agreement v2](#)

**Supporting**

**Documents:** [Summary and Fiscal Note](#)  
[Summary Att A - Map of Facility](#)

2. [CB 120492](#) AN ORDINANCE relating to the maintenance and operations for the Waterfront Park and Public Spaces; authorizing the Superintendent of Seattle Parks and Recreation to delegate certain Central Waterfront maintenance, operations, and management to the Seattle Center Department; delegating authority to the Seattle Center Director to enforce Waterfront Park and Public Spaces Rules; and authorizing an extension of the existing Pilot Agreement with Friends of Waterfront Seattle.

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

**In Favor: 4 - Lewis, Herbold, Juarez, Morales**

**Opposed: None**

**Attachments:** [Att A - Waterfront Park and Public Spaces Map](#)

**Supporting**

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

3. [CB 120496](#) AN ORDINANCE relating to the Seattle Waterfront Park; authorizing the Director of Seattle Center to accept non-City funds; amending Ordinance 126725, which adopted the 2023 Budget; and creating new positions at Seattle Center.

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

**In Favor: 4 - Lewis, Herbold, Juarez, Morales**

**Opposed: None**

**Attachments:** [Att A - Friends of the Waterfront Funding Commitment Letter](#)

**Supporting**

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

#### **TRANSPORTATION AND SEATTLE PUBLIC UTILITIES COMMITTEE:**

4. [CB 120493](#) AN ORDINANCE relating to use of bus and shuttle vehicle zones by private employer shuttle vehicles; making permanent the Seattle Department of Transportation's Employer Shared Transit Stop pilot program; amending Sections 11.14.070, 11.14.567, 11.14.568, 11.14.670, 11.16.120, 11.23.034, 11.31.121, 11.72.050, 11.72.357, and 11.74.130 of the Seattle Municipal Code; and adopting a Transit and Mobility Fee Schedule.

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

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

**Opposed: None**

**Abstain: 1 - Strauss**

**Attachments:** [Att A - Seattle Department of Transportation Transit and Mobility Fee Schedule v12](#)

**Supporting**

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

#### **I. ITEMS REMOVED FROM CONSENT CALENDAR**

#### **J. ADOPTION OF OTHER RESOLUTIONS**

#### **K. OTHER BUSINESS**

**L. ADJOURNMENT**



Legislation Text

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**File #: IRC 377, Version: 1**

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January 24, 2023



## 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
<b><u>By: Mosqueda</u></b>		
1. <a href="#">CB 120495</a>	AN ORDINANCE appropriating money to pay certain claims for the week of January 9, 2023 through January 13, 2023 and ordering the payment thereof; and ratifying and confirming certain prior acts.	City Council
<b><u>By: Juarez</u></b>		
2. <a href="#">Appt 02442</a>	Reappointment of Gay Gilmore as member, Labor Standards Advisory Commission, for a term to April 30, 2023.	Governance, Native Communities, and Tribal Governments Committee
<b><u>By: Morales</u></b>		
3. <a href="#">Appt 02441</a>	Appointment of Ezra Alem as member, Seattle Human Rights Commission, for a term to July 22, 2023.	Neighborhoods, Education, Civil Rights, and Culture Committee





Legislation Text

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**File #:** Min 410, **Version:** 1

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January 17, 2023

# SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor  
Seattle, WA 98104



## Journal of the Proceedings of the Seattle City Council

Tuesday, January 17, 2023

2:00 PM

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

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

Chair Info: 206-684-8805; [Debora.Juarez@seattle.gov](mailto:Debora.Juarez@seattle.gov)

**A. CALL TO ORDER**

The City Council of The City of Seattle met in the Council Chamber in Seattle, Washington, on January 17, 2023, pursuant to the provisions of the City Charter. The meeting was called to order at 2:00 p.m., with Council President Pro Tem Lewis presiding.

**B. ROLL CALL**

Motion was made, duly seconded and carried, to excuse Councilmember Juarez from the January 17, 2023 City Council meeting.

**Present:** 8 - Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

**Excused:** 1 - Juarez

**C. PRESENTATIONS**

There were none.

**D. PUBLIC COMMENT**

The following individual addressed the Council:

Sandy Shettler

**E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR:**

[IRC 376](#)**January 17, 2023****ACTION 1:**

Motion was made and duly seconded to adopt the proposed Introduction and Referral Calendar.

**ACTION 2:**

Motion was made by Councilmember Lewis, duly seconded and carried, to amend the proposed Introduction and Referral Calendar by introducing Council Bill 120496, and by referring it to the Public Assets and Homelessness Committee.

Council Bill 120496, AN ORDINANCE relating to the Seattle Waterfront Park; authorizing the Director of Seattle Center to accept non-City funds; amending Ordinance 126725, which adopted the 2023 Budget; and creating new positions at Seattle Center.

**ACTION 3:**

Motion was made and duly seconded to adopt the proposed Introduction and Referral Calendar as amended.

**The Motion carried, and the Introduction & Referral Calendar (IRC) was adopted as amended by the following vote:**

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

**Opposed:** None

**F. APPROVAL OF THE AGENDA**

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

**G. APPROVAL OF CONSENT CALENDAR**

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

**Clerk Files**

1. [CF 314450](#) **Full unit lot subdivision of Beacon7100, LLC, to subdivide one development site into six lots, and one of the six lots divided into ten unit lots, at 7100 Beacon Avenue S. (Project No. 3035276; Type III).**

**The item was filed on the Consent Calendar by the following vote:**

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

**Opposed:** None

**Bills:**

2. [CB 120491](#) **AN ORDINANCE approving and confirming the plat of “The Dao” in portions of the Northeast Quarter of Southeast Quarter of Section 28, Township 24 North, Range 4 East, W.M., in King County, Washington.**

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

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

**Opposed:** None

3. [CB 120494](#) **AN ORDINANCE appropriating money to pay certain claims for the week of January 2, 2023 through January 6, 2023 and ordering the payment thereof; and ratifying and confirming certain prior acts.**

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

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

**Opposed:** None

**Appointments:**

**LAND USE COMMITTEE:**

4. [Appt 02433](#) Appointment of David A. Baker as member, Urban Forestry Commission, for a term to March 31, 2025.

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

In Favor: 4 - Strauss, Morales, Mosqueda, Nelson

Opposed: None

Abstain: 1 - Pedersen

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

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

Opposed: None

**PUBLIC SAFETY AND HUMAN SERVICES COMMITTEE:**

5. [Appt 02428](#) Reappointment of Mark Mullens as member, Community Police Commission, for a term to December 31, 2025.

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

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

Opposed: None

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

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

Opposed: None

6. [Appt 02429](#) Reappointment of Erica Newman as member, Community Police Commission, for a term to December 31, 2025.

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

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

Opposed: None

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

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

**Opposed:** None

- 7. [Appt 02430](#) **Reappointment of Alina Santillan as member, Community Police Commission, for a term to December 31, 2025.**

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

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

**Opposed:** None

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

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

**Opposed:** None

**SUSTAINABILITY AND RENTERS' RIGHTS COMMITTEE:**

- 8. [Appt 02434](#) **Appointment of Dan Godfrey as member, Seattle Renters' Commission, for a term to February 28, 2024.**

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

**In Favor:** 3 - Sawant, Nelson, Morales

**Opposed:** None

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

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

**Opposed:** None

- 9. [Appt 02435](#) **Appointment of Atif Osmani as member, Seattle Renters' Commission, for a term to February 28, 2024.**

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

**In Favor: 3 - Sawant, Nelson, Morales**

**Opposed: None**

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

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

**Opposed: None**

**H. COMMITTEE REPORTS**

Committee Reports were not presented at this meeting.

**I. ITEMS REMOVED FROM CONSENT CALENDAR**

There were none.

**J. ADOPTION OF OTHER RESOLUTIONS**

There were none.

**K. OTHER BUSINESS**

Motion was made, duly seconded and carried, to excuse Councilmember Nelson from the January 31, 2023 City Council meeting.

Motion was made, duly seconded and carried, to excuse Councilmember Sawant from the January 31, 2023 City Council meeting.

**L. ADJOURNMENT**

There being no further business to come before the Council, the meeting was adjourned at 2:16 p.m.



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**Linda Barron, Deputy City Clerk**

**Signed by me in Open Session, upon approval of the Council, on January 24, 2023.**

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**Debora Juarez, Council President of the City Council**

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**Elizabeth M. Adkisson, Interim City Clerk**



Legislation Text

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**File #:** CB 120495, **Version:** 1

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**CITY OF SEATTLE**

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

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

AN ORDINANCE appropriating money to pay certain claims for the week of January 9, 2023 through January 13, 2023 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 \$ 31,825,292.90 on PeopleSoft 9.2 mechanical warrants numbered 4100653205 - 4100655772 plus manual or cancellation issues for claims, e-payables of \$100,317.76 on PeopleSoft 9.2 9100012900 - 9100012933 and electronic financial transactions (EFT) in the amount of \$69,525,422.12 are presented to the City Council under RCW 42.24.180 and approved consistent with remaining appropriations in the current Budget as amended.

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

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

Section 4. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if

not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 24th day of January, 2023, and signed by me in open session in authentication of its passage this 24th day of January, 2023.

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

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

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

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

\_\_\_\_\_  
Elizabeth M. Adkisson, Interim City Clerk

(Seal)



Legislation Text

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**File #:** CB 120484, **Version:** 1

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**CITY OF SEATTLE**

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

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

AN ORDINANCE authorizing the Director of Finance and Administrative Services to execute a fifth amendment to the Lease and Concession Agreement between The City of Seattle and BH Music Center for Benaroya Hall.

WHEREAS, pursuant to Ordinance 117855, the City and the Seattle Symphony Orchestra (“Symphony”) executed a Master Agreement in October 1995, which agreement was amended pursuant to Ordinance 118112 in June 1996 (the “Amended Master Agreement”). The Amended Master Agreement provided for the City to develop and construct a new Downtown concert hall for primary use by the Symphony (“Benaroya Hall”) and detailed the terms under which the parties would cooperate to finance and construct the new facility. In September 1996, the Symphony, with the City’s approval, assigned its interests under the Amended Master Agreement and the related Design and Construction Agreements to the BH Music Center (“BHMC”); and

WHEREAS, in September 1997, the City and BHMC executed a Lease and Concession Agreement (the “Lease”), pursuant to which the City leased Benaroya Hall to BHMC; and

WHEREAS, pursuant to the Amended Master Agreement and the Lease, the City issued bonds to pay for a portion of the cost of acquiring and constructing Benaroya Hall (“Concert Hall Bonds”), and BHMC agreed to repay the costs of that financing through its concession payments under the Lease; and

WHEREAS, in 2004, The City of Seattle refinanced the Concert Hall Bonds in order to realize a lower interest rate; and

WHEREAS, in November 2007, the City Council passed Ordinance 122555, which authorized a second

amendment to the Lease with a modified concession payment schedule to reflect the City's lower borrowing costs achieved through refinancing the Concert Hall Bonds; and

WHEREAS, in November 2012, the City Council passed Ordinance 124029, authorizing a third amendment to the Lease to modify the concession payment to create a constant payment amount to match the term of the lease of Benaroya Hall to BHMC; and

WHEREAS, in April 2014, consistent with the authority under Ordinance 124341, the City and BHMC entered a fourth amendment to the Lease to change the concession payment schedule to provide for repayment of the new bonds; and

WHEREAS, on March 3, 2020, former Mayor Durkan issued a Mayoral Proclamation of Civil Emergency resulting from the COVID-19 pandemic (the "Pandemic"); and

WHEREAS, the Pandemic resulted in a series of public health orders that prevented BHMC's use of Benaroya Hall for extended periods and the Pandemic caused other unprecedented adverse impacts on BHMC's operations and finances; and

WHEREAS, as authorized by Executive Orders issued during the civil emergency, BHMC, as a non-profit arts and cultural organization, received deferral and abatement of certain concession payments; and

WHEREAS, the City and BHMC now desire to amend the Lease to memorialize concession payment deferrals and abatements; and

WHEREAS, the City and BHMC also desire to make amendments to the Lease to better preserve and maintain Benaroya Hall by increasing BHMC's required contributions to capital improvements and to require rent in the form of public benefits; NOW, THEREFORE,

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

Section 1. The Director of Finance and Administrative Services, or the Director's designee, is authorized to sign and execute the Fifth Amendment to the Lease and Concession Agreement between The City of Seattle and BHMC, substantially in the form attached as Exhibit A to this ordinance.

Section 2. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

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

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Elizabeth M. Adkisson, Interim City Clerk

(Seal)

Attachments:  
Attachment A - Fifth Amendment to Lease and Concession Agreement

**FIFTH AMENDMENT  
TO  
LEASE AND CONCESSION AGREEMENT**

THIS FIFTH AMENDMENT TO LEASE AND CONCESSION AGREEMENT (this “Fifth Amendment”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between THE CITY OF SEATTLE (the “City”), a first-class city of the State of Washington, and BH MUSIC CENTER (“Tenant”), a Washington nonprofit corporation.

**RECITALS**

A. The City and the Seattle Symphony Orchestra, a Washington nonprofit corporation (“Symphony”), executed a Master Agreement in October 1995, which was amended by a First Amendment executed in June 1996 (together, the “Amended Master Agreement”). The Amended Master Agreement provided for the development and construction of a new downtown concert hall for primary use by the Symphony and detailed the terms under which the parties would cooperate to finance and construct the new facility. In September 1996, the Symphony, with the City’s approval, assigned its interests under the Amended Master Agreement and the related Design and Construction Agreements to Tenant.

B. In September 1997, the City and Tenant executed a Lease and Concession Agreement (the “1997 Agreement”), pursuant to which the City leased to Tenant the facility to be constructed under the Amended Master Agreement. In August 1998, the City and Tenant executed a First Amendment to & Restatement of the Lease and Concession Agreement (the “First Amendment and Restatement”), which amended and restated the 1997 Agreement (the 1997 Agreement, as amended and restated by the First Amendment and Restatement, the “Agreement”).

C. Tenant completed construction of the facility commonly known as Benaroya Hall on the leased premises.

D. Effective November 4, 2008, the City and Tenant amended the Agreement (the “Second Amendment”) adjusting Tenant’s concession payments to reflect the City’s lower borrowing costs, decreasing Tenant’s contribution to the capital renewal fund, and increasing the cap on City’s reimbursement of certain costs.

E. Effective December 5, 2012, the City and Tenant amended the Agreement to adjust the timing and amount of concession payments (the “Third Amendment”).

F. Effective April 1, 2014, the City and Tenant amended the Agreement to provide for improvements to the sound, electrical and mechanical systems at Benaroya Hall and to provide for funding and additional concession payments (the “Fourth Amendment”).

G. Under the Agreement, as amended, the City owns the premises leased to Tenant, including the real property, Benaroya Hall, including alterations and improvements other than Tenant's personal property, and Tenant operates and maintains Benaroya Hall and associated public amenities and spaces and makes alterations Tenant deems advisable and necessary for operation of the Premises, all on the terms further outlined under the Agreement.

H. Beginning February 2020, the novel coronavirus (COVID-19) resulted in a series of public health orders and other impacts that caused Tenant to experience adverse financial impacts.

I. In order to address the unprecedented impacts of the COVID-19 pandemic (the "pandemic"), by letters dated June 8, 2020 and October 22, 2020, the City and Tenant agreed to abatement of certain payments and deferral of other payments while anticipating that the Agreement would be amended at an appropriate time in the future.

J. The City and Tenant mutually desire to make certain amendments to the Agreement to better provide for long term capital maintenance of Benaroya Hall and the premises, and to provide for Tenant's use of the Premises to provide enhanced public benefits.

K. The City and Tenant also mutually desire to make amendments to the Agreement to memorialize measures previously taken to mitigate the impacts of the pandemic on Tenant.

NOW, THEREFORE, in consideration of the mutual covenants set forth below and for other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, the City and Tenant agree as follows:

## **AGREEMENT**

### **1. Effective Date**

This Fifth Amendment shall be effective upon the date when signed by an authorized representative of each party following an authorizing ordinance of Seattle City Council ("Effective Date"). So long as this Fifth Amendment is effective as provided under this section, the amendments shall be retroactively effective on the dates specified, rather than taking effect on the Effective Date.

### **2. Definitions**

The definitions given to capitalized terms used in the recitals are incorporated into this Fifth Amendment. All capitalized terms that are not defined in this Fifth Amendment shall have the meanings given to them in the Agreement. From and after the date of this Fifth Amendment, all references to the "Agreement" means the 1997 Agreement as amended by the First Amendment and Restatement, the Second Amendment, Third Amendment, Fourth Amendment, and this Fifth Amendment. Additionally, all references in the Agreement to the ESD Director shall be deemed to refer to the City of Seattle's Director of Finance and Administrative Services, also referred to in this Fifth Amendment as "the FAS Director".



### **3. Concession Payments**

The “Base Payment” and “2014 Alterations” are both components of the annual Concession Payments due from Tenant to the City under Section 9.A of the Agreement as most recently amended by the Fourth Amendment and set forth in Exhibit C-2 to the Fourth Amendment.

(a) The Base Payment portion of the Concession Payments that were due on or before September 2020 and September 2021 in the aggregate amount of \$1,520,000 are hereby abated.

(b) The City acknowledges that the 2014 Alterations portion of the Concession Payments that were due on or before October 15, 2020; April 15, 2021; October 15, 2021; and April 15, 2022, in the aggregate amount of \$241,100 were temporarily deferred and that Tenant’s payment of the deferred amounts on or before October 30, 2022, shall be deemed timely.

(c) As of September 1, 2022, in consideration of Tenant’s obligation to provide the Capital Renewal Fund deposits under Section 4 and to provide the Public Benefit Rent under Section 5, the Base Payment portion of the Concession Payments shall no longer be due or payable. The Concession Payment Schedule attached as Exhibit C-2 to the Fourth Amendment is hereby deleted in its entirety and replaced with the Concession Payment Schedule attached as Exhibit C-3 to this Fifth Amendment and made a part of the Agreement.

(d) Tenant shall continue to pay the 2014 Alterations portion of the Concession Payment in an amount equal to the City’s principal and interest payments on the 2014 Bonds as reflected on Exhibit C-3 to this Fifth Amendment. Payments are due on or before April 15<sup>th</sup> and October 15<sup>th</sup> of each year through 2024.

(e) The City acknowledges that it abated the 2014 Alteration portion of the Concession Payment that was due on April 15, 2020, in the amount of \$107,650, on June 8, 2022.

### **4. Capital Renewal Fund Deposits**

(a) Tenant shall not be required to make the annual deposit in the amount of \$175,000 (as adjusted under Section 16.C of the Agreement) to the Capital Renewal Fund for 2020 and 2021 respectively.

(b) Section 16.B of the Agreement, last amended by the Second Amendment, is deleted in its entirety and replaced with the following:

Beginning September 1, 2022, and thereafter annually for the remainder of the Initial Term, Tenant shall make an annual deposit in the amount of \$935,000 to the Capital Renewal Fund required to be established under Section 16.A of the Agreement, which annual amount remains subject to adjustment under Section 16.C of the Agreement.

(c) Effective September 1, 2022, a new Section 16.D is added to the Agreement as follows:

Tenant shall use the Capital Renewal Fund solely for purposes outlined under Section 17. On or before October 15<sup>th</sup> of each year remaining in the Initial Term, Tenant shall provide the City with evidence reasonably acceptable to the FAS Director that shows the required annual deposit to the Capital Renewal Fund has been made. Additionally, Tenant shall provide the FAS Director with an annual report detailing all expenditures made from the Capital Renewal Fund for any project that is approved under Section 12 and 17. In addition to any other remedy allowable at law or equity, if Tenant fails to make the required annual deposit in the Capital Renewal Fund, or if Tenant uses the Capital Renewal Fund for expenditures not allowed under this Agreement, the City reserves the right to withhold O & M payments due under Section 11. Additionally, if this Agreement is terminated early due to Tenant default, all amounts in the Capital Renewal Fund shall be immediately due and payable to the City, in addition to any other damages allowed at law, including but not limited to payments to the Capital Renewal Fund that would have been made during the balance of the Initial Term.

## **5. Public Benefit Rent**

Section 8 of the Agreement is hereby deleted in its entirety and replaced with the following:

### **8. RENT.**

#### **A. Rent.**

In consideration for Tenant's use of the Premises and associated concession rights, Tenant's obligation to pay rent shall be fulfilled through providing public benefits as described under Section 8.B. Rent, including Public Benefit Rent, for any and all Extended Terms shall be determined pursuant to Section 2.

#### **B. Public Benefit Rent.**

##### **(1) Annual Requirement**

Beginning with the calendar year 2023 and continuing each year during the Initial Term and any and all Extended Terms, Tenant shall provide no less than \$1,200,000 annually in Public Benefit Rent. "Public Benefit Rent" includes, but is not limited to, the value of (a) discounted tickets to youth, senior, educational and nonprofit groups; (b) the net difference between the rental rate paid to Tenant by entities exempt from income taxation under 26 U.S.C.501(c)(3) and the rental rate paid to Tenant by non-exempt entities for the same spaces and comparable use period(s); (c) the discount provided for on-site performing arts education and performance programs designed to make the performing arts accessible to the public; and (d) the provision of other services or benefits that provide a direct benefit to the public that the FAS Director reasonably determines are eligible for treatment as Public Benefits. The value attributed by Tenant to the Public Benefit Rent must be net of donations or subsidies provided by other entities to support Tenant's Public Benefit Rent programs. In no event may Public Benefit Rent be used

to reduce Tenant's Concession Payments or other deposits, payments, transfers required by the Agreement. Public Benefit Rent shall be prorated on a daily basis for any partial year within the Initial Term and any Extended Term.

(2) Anticipated Annual Public Benefit Rent Statement

Beginning on or before September 30, 2023, and thereafter on or before September 1 of each year during the Initial Term, Tenant shall provide to the FAS Director a written statement that describes the anticipated Public Benefit Rent for the subsequent calendar year (the "Anticipated Public Benefit Rent"), together with an estimate of the value for each eligible category (e.g., discounted or free tickets for various events and programs, discounted rental rates, provision of other eligible services or benefits).

Within thirty (30) days of receipt, the FAS Director shall review Tenant's statement of Anticipated Public Benefit Rent for the upcoming year and shall either approve or communicate in writing any objections to any items included in the statement based upon the standard established under Section 8.B(1). If the FAS Director notifies Tenant of any objections, within thirty (30) days of receiving such notice, Tenant shall submit to the FAS Director an alternative proposal that addresses the FAS Director's objections. Within thirty (30) days of receipt of Tenant's alternative proposal, the FAS Director shall have the right to object to any item in the alternative proposal, and this process may continue until the FAS Director has no further timely objections and the FAS Director has approved the Anticipated Public Benefit Rent for that year.

(3) Year-end Report

On or before October 31, 2024, and on or before each October 31 annually thereafter during the Initial Term, Tenant shall provide to the FAS Director a report detailing the actual Public Benefit Rent provided during the preceding calendar year, together with an estimate of the value. Tenant shall not be entitled to carry forward any excess public benefits for any year in the Initial Term or any Extended Term, even if Tenant's actual cost of providing the public benefits in a particular year exceed the required Public Benefit Rent amount in Section 8.B.(1). The FAS Director shall provide Tenant with a written objection if the FAS Director determines that any Public Benefit Rent claimed by Tenant (i) is not consistent with the approved Anticipated Public Benefit Rent statement, or (ii) is not consistent with the requirements of Section 8.B(1), or (iii) does not appropriately value the Public Benefit Rent provided by Tenant. Tenant shall keep accurate records and accounts supporting the provided and the basis for calculating their associated value, all of which shall be subject to reasonable inspection and copying by the City upon request.

(4) Remedies

If Tenant fails to provide the required Public Benefit Rent in any year, the FAS Director shall have the right to elect any of the following remedies: (i) require Tenant to pay the City the difference between the Public Benefit Rent required and the value of the Public Benefits delivered in cash; or (ii) extend the time period for Tenant to provide the required Public Benefit Rent; or (iii) accept Public Benefits that were not included in the applicable approved

Anticipated Public Benefit Statement but that provide equivalent value, as determined by the FAS Director.

(5) Dispute Resolution

Any dispute regarding Public Benefit Rent, including, but not limited to, the eligible type of benefits or the valuation of the Public Benefit Rent, shall be subject to the dispute resolution procedures in Section 28 of the Agreement.

**6. Reaffirmation of Agreement; Definitions**

The Agreement, as modified by all Amendments, shall remain in full force and effect and is hereby ratified and reaffirmed. All capitalized terms that are not defined in this Fifth Amendment shall have the meaning provided in the Agreement (including terms that are defined in any Amendment).

**7. Entire Agreement**

The Agreement, together with this Amendment and its Exhibit C-3 embodies the entire agreement of City and Tenant with respect to the subject matter thereof and described above and supersedes or incorporates all prior negotiations and agreements, written or oral.

**8. Counterparts**

This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be one document.

**9. Governing Law**

This Amendment shall be governed in all respects by the laws of the State of Washington.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed as of the day and year first set forth above.

**City:**

**THE CITY OF SEATTLE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Tenant:**

**BH MUSIC CENTER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledgement for City

STATE OF WASHINGTON

ss.

COUNTY OF KING

On this \_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of the Department of Finance and Administrative Services of **THE CITY OF SEATTLE**, the party that executed the foregoing instrument as City, and acknowledged said instrument to be the free and voluntary act and deed of said party, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

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

\_\_\_\_\_  
[Signature]    [Printed Name]

NOTARY PUBLIC in and for the State of Washington residing at \_\_\_\_\_.  
My commission expires \_\_\_\_\_.

Acknowledgement for BH Music Center

STATE OF WASHINGTON

ss.

COUNTY OF KING

On this \_ day of \_\_\_\_\_, 2022, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of **BH MUSIC CENTER**, the entity that executed the foregoing instrument; and acknowledged to me that she signed the same as the free and voluntary act and deed of said entity for the uses and purposes therein mentioned and that he was authorized to execute said instrument for said entity.

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

\_\_\_\_\_

*[Signature]*    *[Printed Name]*

NOTARY PUBLIC in and for the State of Washington residing at \_\_ My commission expires \_\_\_\_\_.

**EXHIBIT C-3**

**Amended Concession Payment Schedule<sup>1</sup>**

<b>Year</b>	<b>Date (Base Pmt)</b>	<b>Base Payment</b>	<b>Date (2014 Alterations)</b>	<b>2014 Alterations</b>	<b>Total Annual Revised Concession Payment</b>
1	1997	\$0			
2	1998	\$0			
3	1999	\$575,000			
4	2000	\$592,113			
5	2001	\$609,736			
6	2002	\$627,883			
7	2003	\$646,570			
8	2004	\$665,813			
9	2005	\$685,629			
10	2006	\$706,034			
11	2007	\$482,947			
12	2008	\$0			
13	2009	\$0			
14	2010	\$0			
15	2011	\$0			
16	2012	\$0			
17	9/30/2013	\$381,724			\$381,724
18	9/30/2014	\$381,724	10/15/2014	\$25,990	\$407,714
19	9/30/2015	\$455,590	4/15/2015 10/15/2015	\$98,275 \$21,400	\$575,265
20	9/30/2016	\$540,000	4/15/2016 10/15/2016	\$101,400 \$19,400	\$660,800
21	9/30/2017	\$620,000	4/15/2017 10/15/2017	\$104,400 \$17,275	\$741,675
22	9/30/2018	\$700,000	4/15/2018 10/15/2018	\$107,275 \$15,025	\$822,300

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23	9/30/2019	\$760,000	4/15/2019 10/15/2019	\$110,025 \$12,650	\$882,675
24	9/30/2020	\$760,000	4/15/2020 10/15/2020	\$107,650 \$10,275	\$877,925
25	9/30/2021	\$760,000	4/15/2021 10/15/2021	\$110,275 \$7,775	\$878,050
26	9/30/2022	\$0	4/15/2022 10/15/2022	\$112,775 \$5,150	\$117,925
27	9/30/2023	\$0	4/15/2023 10/15/2023	\$115,150 \$2,400	\$117,550
28	9/30/2024	\$0	4/15/2024	\$122,400	\$122,400
29	9/30/2025	\$0			\$0
30	9/30/2026	\$0			\$0
31	9/30/2027	\$0			\$0
32	9/30/2028	\$0			\$0
33	9/30/2029	\$0			\$0
34	9/30/2030	\$0			\$0
35	9/30/2031	\$0			\$0
36	9/30/2032	\$0			\$0
37	9/30/2033	\$0			\$0
38	9/30/2034	\$0			\$0
39	9/30/2035	\$0			\$0
40	9/30/2036	\$0			\$0
41	9/30/2037	\$0			\$0
	Sum	\$10,950,763		\$1,211,940	\$6,586,003

<sup>1</sup> The amended Base Payment begins in 2022. In years 2020 and 2021, these payments are reflected in the schedule but are abated under section 3a of the Fifth Amendment to the Lease and Concession Agreement.



**SUMMARY and FISCAL NOTE\***

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
FAS	Matt Courtois / 206-684-4924	Jennifer Breeze / 206-256-5972

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

**1. BILL SUMMARY**

**Legislation Title:**

AN ORDINANCE authorizing the Director of Finance and Administrative Services to execute a fifth amendment to the Lease and Concession Agreement between The City of Seattle and BH Music Center for Benaroya Hall.

**Summary and Background of the Legislation:**

The legislation amends The City of Seattle’s (“City”) Lease and Concession Agreement with Benaroya Hall Music Center (“BHMC”) which manages Benaroya Hall, a City owned property. The legislation authorizes a fifth amendment to the Lease and Concession Agreement. The primary purpose of the legislation is to redirect funding into the building by eliminating a portion BHMC’s required concession payments beginning in 2022 and increasing the amount BHMC is required to put into funding Benaroya Hall’s capital improvements. Overall, the legislation makes four major changes to the Lease and Concession Agreement as amended:

1. Eliminate the base concession payments to the City (currently \$760,000 annually) beginning 2022 to the end of the initial lease term in 2037. The \$760,000 payments are not included in the City’s 2022 or 2023 Proposed Budget.
2. Increase BHMC’s required annual contribution to the Capital Renewal Fund by \$760,000, to a total of \$935,000, beginning 2022 through the end of the term of Lease in 2037. The funding that BHMC contributes to the BHMC Capital Renewal Fund must be used on Benaroya Hall capital needs consistent with the BHMC long-term capital plan.
3. Memorialize abatement of concession payments that were deferred in 2020 and 2021 due to COVID economic downturn, totaling \$1,627,650.
4. Requires BHMC to report to the City annually with a requirement that a minimum of \$1.2 million in public benefits are provided as public benefit rent starting in 2023. Public benefits are based on the value of discounted tickets and community services (educational activities, community centered events, and other programs that are approved by the Director of Finance) that BHMC provides.

**2. CAPITAL IMPROVEMENT PROGRAM**

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

**3. SUMMARY OF FINANCIAL IMPLICATIONS**

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

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

No

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

Yes, by not implementing the legislation, Benaroya Hall's backlog of needed capital projects will increase, and major maintenance will continue to be deferred. Currently, BHMC has a reported backlog of roughly \$20 million in capital projects that are needed to maintain the City owned facility in working condition. Projects include repair and replacement of elevators, HCAV systems, and other critical items.

#### **4. OTHER IMPLICATIONS**

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

No

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

No

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

No

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

Yes, Benaroya Hall is a City owned facility and a map is attached.

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

Yes, the proposal increases racial equity and supports historically disadvantaged communities by amending the existing BHMC Lease and Concession Agreement to adjust the rent due to the City to be tied to BHMC meeting a minimum public benefit requirement each year.

This requires BHMC to provide a minimum amount of benefits to the community. These benefits include the cost of discounted tickets and community events hosted and supported by BHMC. The requirement also requires BHMC to report on the community benefits to the City on an annual basis.

**f. Climate Change Implications**

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

No

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

No

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



No

**Summary Attachments:**

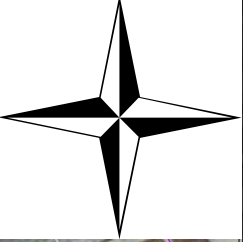
Summary Attachment A - Map of Facility



**Legend**

-  Benaroya
-  Parcels

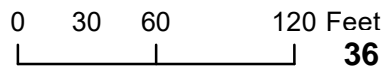
N



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

# Benaroya Hall

Produced by FAS - Real Estate Services Division





Legislation Text

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**File #:** CB 120492, **Version:** 2

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**CITY OF SEATTLE**

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

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

AN ORDINANCE relating to the maintenance and operations for the Waterfront Park and Public Spaces; authorizing the Superintendent of Seattle Parks and Recreation to delegate certain Central Waterfront maintenance, operations, and management to the Seattle Center Department; delegating authority to the Seattle Center Director to enforce Waterfront Park and Public Spaces Rules; and authorizing an extension of the existing Pilot Agreement with Friends of Waterfront Seattle.

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

WHEREAS, in August 2012, the Council adopted Resolution 31399, which endorsed the Central Waterfront Concept Design and Framework Plan developed through broad and inclusive public engagement over two years and also endorsed a Waterfront Strategic Plan, which established a funding plan including a mix of public, private, and philanthropic sources; and

WHEREAS, in 2013, the City established the Waterfront Seattle Program, a series of capital improvements based on the Central Waterfront Concept Plan; the program is a \$756 million investment supported by a funding partnership including a \$160 million Local Improvement District and a \$110 million philanthropic contribution; and

WHEREAS, throughout the design, planning, and construction of the Central Waterfront improvements, the City and the community have prioritized the need to identify and fund operations, maintenance, and a

public safety program that protects and enhances this investment and ensures new public spaces will be safe, well-maintained, and inviting to the public over the long term, and memorialized that commitment through Resolution 31399 and subsequent City ordinances; and

WHEREAS, in August 2014, Seattle voters approved creation of the Seattle Park District, and funds collected by the District pay for operations and maintenance of Seattle parks, including an annual budget dedicated to operations and maintenance of the Central Waterfront Parks and Public Spaces; and

WHEREAS, in September 2017, the Council adopted Resolution 31768, in which the City stated its intent to work with Friends of Waterfront Seattle (Friends) to reach an agreement for the long-term provision of high-quality operations and management services commensurate with the quality of programming envisioned in the public planning for the waterfront, and as reflected in the improvements included in the Central Waterfront Improvement Program; and

WHEREAS, in that resolution, the City stated its expectation that any future agreement with Friends would include a scope of work that identifies a standard of care commensurate with the Waterfront Seattle investment and in which all maintenance activities shall be provided by a dedicated and consistent team of City staff working in partnership with Friends; and

WHEREAS, in January 2019, the Council passed Ordinance 125761, authorizing a two-year agreement with Friends to govern the operations, management, and programming services for the completed Pier 62 and stating an intention that following the agreement, the City would enter a long-term management agreement, subject to City Council approval; and

WHEREAS, in the same ordinance, the Council created the Central Waterfront Oversight Committee (“CWOC”), with whom the City and Friends are committed to coordinating with on long-term management of waterfront public spaces, establishing a performance standard for maintenance, programming, and public safety, and following up with regular evaluations and proposing corrections where needed to help ensure the performance standard is being met; and

WHEREAS, in its 2021 Annual Report the CWOC recommended that the City consider transferring maintenance and public safety operations to the Seattle Center Department, which has a proven track record in successfully managing urban public spaces that serve a diverse range of activities and populations; and

WHEREAS, the Seattle Parks and Recreation Superintendent delegating the authority of special functions for Waterfront Operations to Seattle Center will permit Seattle Parks and Recreation to remain focused on providing park services to the broader Seattle parks and recreation system as a whole; NOW, THEREFORE,

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

Section 1. The Waterfront Park and Public Spaces include the Habitat Bench, the Washington Street Boat Landing, Pier 58, Pier 62, and the Waterfront Park Boulevard established under Ordinance 126444, all as illustrated in Attachment A to this ordinance.

Section 2. The Seattle City Council authorizes Seattle Parks and Recreation Superintendent (the “Superintendent”) to delegate the authority to operate, maintain, and manage Waterfront Park and Public Spaces to the Seattle Center Director (the “SC Director”). All delegations of the Superintendent to the Director shall be made in writing and shall be acceptable to both officials. Notwithstanding any delegation, the Waterfront Park and Public Spaces remain a part of the Seattle parks and recreation system.

At all times, operations, maintenance, and management responsibilities shall be consistent with the requirements of Ordinance 125762 and Attachment C of Ordinance 125761. Seattle Center will be evaluated on park operations and management through the performance standard and park inspections on an ongoing basis.

Section 3. The SC Director or the SC Director’s designee is authorized to adopt, amend, and enforce Waterfront Park and Public Spaces Rules (“Rules”) to help ensure public use, access, and enjoyment, and to ensure the safety and security of the public. Before proposing any modifications or new Rules for public comment, the SC Director will consult with the Central Waterfront Oversight Committee.

Section 4. The Director of the Office of the Waterfront and Civic Projects (“OWCP Director”), the Superintendent, and the SC Director, through their respective designees, shall develop a long-term management agreement with Friends of Waterfront Seattle that shall provide for the operations, management, public safety, and programming services for the Waterfront Park and Public Spaces (the “Management Agreement”). The Management Agreement shall be consistent with the terms for the long-term agreement outlined in Attachment C to Ordinance 125761 and must be reviewed and approved through ordinance by City Council prior to execution. The Superintendent and Office of the Waterfront Director are authorized to extend the existing Pilot Agreement with Friends of Waterfront Seattle, which was first authorized under Ordinance 125761, until the long-term agreement is authorized by the City Council.

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

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

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

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

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



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

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Elizabeth M. Adkisson, Interim City Clerk

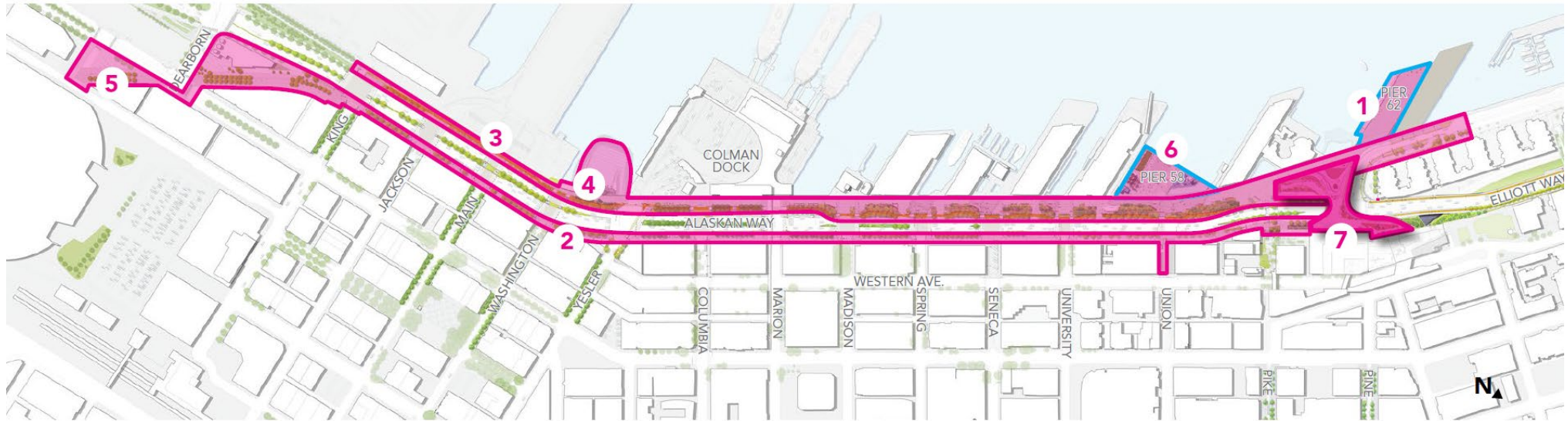
(Seal)

Attachments:

Attachment A - Waterfront Park and Public Spaces Map

# WATERFRONT PARK AND PUBLIC SPACES

AUGUST 2022



● CURRENT SPR PARK PROPERTY ● WATERFRONT PARK AND PUBLIC SPACES

**PILOT AGREEMENT (2020 - 2022)**

- 1 Pier 62 and Floating Dock**  
Rebuilt to once again to support free public concerts and events.

**MANAGEMENT AGREEMENT (2023)**

- 1 Pier 62 and Floating Dock**
- 2 Alaskan Way East and Union Street**  
Widened sidewalk, landscaping and green storm-water features. A new pedestrian bridge and elevator at Union Street will connect Western Avenue to the Waterfront Promenade.
- 3 Waterfront Promenade**  
A few linear park with walkways, lighting, landscaping, seating and green storm-water features. In Elliott Bay, new underwater habitat improvements will help restore the native inter-tidal habitat.
- 4 Habitat Bench and Washington Street Boat Landing**  
Restored landmark pergola structure that will serve the public through small concessions and a new public beach that supports the ecosystem, including the salmon corridor.
- 5 Railroad Way**  
A pedestrian gateway linking the waterfront to Pioneer Square and the stadiums. Railroad Way will encourage new circulation and activities throughout the year and on game days at Lumen Field and Safeco Field.

- 6 Pier 58**  
Rebuilt park with an urban plaza and children's playground.
- 7 Overlook Walk**  
A new, accessible connection between Pike Place Market and the Waterfront. It will take pedestrians over the new Alaskan Way without crossing the street and will include seating, informal play areas and views.

**SUMMARY and FISCAL NOTE\***

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact/Phone:</b>
Office of the Waterfront and Civic Projects (OWCP)	Tiffani Melake	Caleb Wagenaar
Seattle Parks and Recreation (SPR)	David Graves	Justin Hellier
Seattle Center (CEN)	Rose Ann Lopez	Jennifer Breeze

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

**1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to the maintenance and operations for the Waterfront Park and Public Spaces; authorizing the Superintendent of Seattle Parks and Recreation to delegate certain Central Waterfront maintenance, operations, and management to the Seattle Center Department; delegating authority to the Seattle Center Director to enforce Waterfront Park and Public Spaces Rules; and authorizing an extension of the existing License Agreement with Friends of Waterfront Seattle.

**Summary and Background of the Legislation:**

The purpose of this legislation is to authorize the Superintendent of Seattle Parks and Recreation (SPR) to delegate their authority to operate, maintain, and manage the Waterfront Park and Public Spaces to the Director of the Seattle Center.

The City has made a commitment to high quality maintenance and operations of the waterfront which has been formalized in several pieces of adopted legislation which outline the specifics of those commitments including our Operations & Maintenance Ordinance (Ordinance 125761) and legislation forming the City’s Waterfront Local Improvement District (both adopted in 2019).

Planning for the long-term operations and maintenance of Waterfront Park and Public Spaces identified SPR as the lead City Department to deliver on the maintenance and public safety commitments and oversee the dedicated waterfront team. Throughout the last two years, our Central Waterfront Oversight Committee (CWOC) conducted a national peer park review, which highlighted Seattle Center’s specialization in large scale urban space management, and their holistic approach to maintenance, programming/activation, and public safety. Given Seattle Center’s successful track record in public space management, CWOC recommended in 2021 that the City delegate operations, maintenance and management of Waterfront Park and Public Spaces to Seattle Center, enabling SPR to devote more focus to the citywide parks and recreation system as a whole. While the legislation would authorize the SPR Superintendent to delegate operations, maintenance and management authority to Seattle Center, Waterfront Park and Public Spaces will remain Park Boulevard(s) and Seattle Parks and Recreation assets.

This legislation also authorizes the Seattle Center Director or their designee to adopt, amend, and enforce rules and code of conduct for the Waterfront Park and Public Spaces. Park Boulevard legislation was passed in 2021, which designated portions of Alaskan Way and associated rights-of-way as Park Boulevard(s) and allowed for the use of park rules on the pedestrian and public spaces. Waterfront Park and Public Spaces Rules are being adopted by the Superintendent concurrently with this legislation.

Finally, this legislation will authorize the Office of the Waterfront and Civic Projects (OWCP) and Seattle Parks and Recreation to negotiate and extend the existing License Agreement with Friends of Waterfront Seattle (Friends).

These actions are consistent with the Waterfront Operations and Management Ordinance (125761), which outlined specific terms for operations and management of Waterfront Park and Public Spaces, and included a two-year license agreement with Friends, to be followed by a long-term management agreement. With the license agreement expiring at the end of 2022, the City and Friends are still jointly developing the long-term management agreement for park operations, taking into consideration lessons learned from the license agreement, feedback from the CWOC, the performance standard, and terms outlined in Ordinance 12576. OWCP, SPR, and Seattle Center will return to council in Q1/Q2 of 2023 for review and approval of the long-term management agreement.

## 2. CAPITAL IMPROVEMENT PROGRAM

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

## 3. SUMMARY OF FINANCIAL IMPLICATIONS

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

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

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

If the legislation is not implemented, operations will continue to be performed by the Seattle Parks and Recreation Department. Funding for waterfront maintenance and operations is allocated from the Metropolitan Park District (MPD) funds.

### 3.c. Positions

**Position Notes:**

Staffing for the waterfront operations team requires that new positions be created to match the added scope and level of service for the new waterfront park and public spaces. The City Council approved 15 positions in 2023 as part of the 2023 budget process. These will provide

the dedicated waterfront maintenance team necessary to meet the City’s commitments to the quality of maintenance.

Coordination is underway between City Departments on BIPS and PDQs to align decision-making in the city budget process with separate legislation also being considered at Council to delegate authority to Seattle Center for waterfront maintenance and public safety operations. Hiring for these positions will begin in Q1 2023.

2023	
1	Manager3, Parks &Rec
1	StratAdvsr2, Parks &Rec
1	Exec Asst
1	Facility Maint Supv,Asst
3.5	Security Officer
1	Gardener, Sr
1	Installation Maintenance Worker
4	Laborer
1	Management Systems Analyst
0.5	Personnel Specialist II
Total FTE: 15.0	

**4. OTHER IMPLICATIONS**

- a. Does this legislation affect any departments besides the originating department?**  
 This legislation will require collaboration between the Office of the Waterfront and Civic Projects, Seattle Parks and Recreation, and Seattle Center. Other City Departments, such as Seattle Department of Transportation and the Seattle Police Department would need to coordinate around jurisdictional responsibilities on the waterfront.
- b. Is a public hearing required for this legislation?**  
 No
- c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**  
 No
- d. Does this legislation affect a piece of property?**  
 This legislation impacts the Waterfront Park and Public Spaces which is generally the publicly owned areas along Alaskan Way from King Street to the south to Pine Street to the north, including Piers 58 and 62. These areas are owned by Seattle Parks and Recreation and Seattle Department of Transportation.

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

This legislation supports the provision of improved public spaces along Seattle's Waterfront that encourages use by people of all ages, incomes, and abilities, and supports free expression. The City's ability to provide high-quality management of these spaces is essential to our ability to create welcoming and inclusive programming to serve a diverse public, which is a key goal of the City's work and of its partner organization, Friends of Waterfront Seattle. It also helps to ensure that any employment associated with operating and maintaining Waterfront Park and Public Spaces will provide living-wage jobs to community members, regardless of their age, ethnicity, gender, or sexual orientation.

**f. Climate Change Implications**

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

This legislation will not materially increase or decrease carbon emissions.

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

This legislation will improve the City's ability to respond or adapt to climate change by provided maintenance resources necessary to support waterfront maintenance, including potential changes to landscape, drainage and other systems affected by sea level rise and its effects.

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

This legislation fulfills an established commitment made by the City to provide maintenance and other operations services to the new waterfront park and public spaces. It does not include a new initiative or major programmatic expansion.



Legislation Text

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**File #:** CB 120496, **Version:** 1

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**CITY OF SEATTLE**

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

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

AN ORDINANCE relating to the Seattle Waterfront Park; authorizing the Director of Seattle Center to accept non-City funds; amending Ordinance 126725, which adopted the 2023 Budget; and creating new positions at Seattle Center.

WHEREAS, in 2013, the City established the Waterfront Seattle Program, a series of capital improvements based on the Central Waterfront Concept Plan; the program is a \$756 million investment supported by a funding partnership including a \$160 million Local Improvement District and a \$110 million philanthropic contribution; and

WHEREAS, throughout the design, planning, and construction of the Central Waterfront improvements, the City and the community have prioritized the need to identify and fund operations, maintenance, and a public safety program that protects and enhances this investment and ensures new public spaces will be safe, well-maintained, and inviting to the public over the long term; and

WHEREAS, in August 2014, Seattle voters approved creation of the Seattle Park District and funds collected by the District pay for operations and maintenance of Seattle parks, including an annual budget dedicated to operations and maintenance of the Central Waterfront Parks and Public Spaces; and

WHEREAS, in September 2017, the City Council adopted Resolution 31768, which signaled the City's intent to work with Friends of Waterfront Seattle ("Friends") to reach an agreement for the long-term provision of high-quality operations and management services commensurate with the quality of programming envisioned in the public planning for the waterfront, and as reflected in the improvements included in the Central Waterfront Improvement Program; and

WHEREAS, in December 2019, the City Council passed Ordinance 125761, which authorized a two-year pilot agreement between Friends and the City for park operations at Pier 62, which included joint responsibility for public safety and allowed for Friends to provide 24/7 contracted security with limitations to Park Rule enforcement; and

WHEREAS, the same ordinance established the Central Waterfront Oversight Committee (“CWOC”), to serve in an advisory role to provide feedback to the City and Operating Partner on the operations, maintenance, and public safety of the Waterfront Park; and

WHEREAS, in 2020 the CWOC conducted extensive research of national peer parks operations, maintenance, and public safety models in their development of the Waterfront Performance Standard, which is the primary tool to evaluate and measure success of Waterfront Park; and

WHEREAS, in its 2021 Annual Report the CWOC recommended that the City consider transferring operations, maintenance, and public safety to the Seattle Center Department and that the City dedicate resources to public safety on the waterfront; and

WHEREAS, in the Seattle Park District renewal cycle, the Seattle Park District Board approved and dedicated \$5,095,757 in funding from the growth rate in the 2023-2028 Park District cycle starting in 2025 for waterfront maintenance, operations and public safety; and

WHEREAS, hiring of the dedicated waterfront public safety team will start in 2023 and ramp up through 2025 when the park is open in its entirety; and

WHEREAS, the waterfront maintenance Park District funds will not be fully spent in 2023 due to the ramp up of maintenance activities, the underspend will be applied to public safety hiring in 2023 and 2024 prior to the dedicated Park District safety funding in 2025; and

WHEREAS, Friends is committed to supporting and providing additional funding to the City for public safety and will make an annual contribution to the City between 2023-2028 to support funding for City waterfront public safety positions; and



WHEREAS, the City and Friends are entering into a long-term management agreement for Waterfront Park operations, maintenance and public safety; and

WHEREAS, Friends will continue to fund its contracted public safety staff in 2023 until the City has hired and trained City public safety employees, which is anticipated to be approximately June 2023; and

WHEREAS, once the City's public safety team is hired and trained, Friends will end its 24/7 contracted public safety team; and

WHEREAS, Friends funding that was budgeted for 2023 that is underspend on its 24/7 contract will be granted to the City to financially support the City public safety positions; and

WHEREAS, the Friends amount of \$945,000 that was budgeted for the 24/7 public safety team will be allocated to the City in 2024 for financial support for the City public safety positions; and

WHEREAS, it is anticipated that Friends will contribute \$1,000,000 annually in years 2025-2028 to augment the city's public safety funding model; and

WHEREAS, the Seattle Parks and Recreation Superintendent is delegating authority to operate, maintain, and manage Waterfront Park and Public Spaces to the Seattle Center Director from 2023-2028; NOW, THEREFORE,

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

Section 1. The Director of Seattle Center or designee is authorized to accept non-City funding from Friends of Waterfront Seattle, consistent with the funding commitment attached to this ordinance as Attachment A, for the purpose of supporting public safety funding for Waterfront Park and Public Spaces. The funds, when received, shall be deposited into the Seattle Center Fund (11410).

Section 2. Contingent upon the execution of the funding agreement and receipt of the funds authorized in Section 1 of this ordinance, the appropriations for the following items in the 2023 Budget are increased as follows:

Item	Department	Fund	Budget Summary Level/BCL Code	Amount
2.1	Seattle Center	Seattle Center Fund (11410)	Waterfront (11410-BO-SC-61000)	\$596,250
<b>Total</b>				<b>\$596,250</b>

Section 3. The following positions are created in Seattle Center:

Item	Department	Position Title	Position Status	Number
3.1	Seattle Center	Security Officer (50540)	Full-time	8.0
3.2	Seattle Center	Security Officer, Senior (50541)	Full-time	3.0
<b>Total</b>				<b>11.0</b>

The Director of Seattle Center is authorized to fill these positions subject to Seattle Municipal Code Title 4, The City’s Personnel Rules, Civil Service rules, and applicable employment laws.

Section 4. The following positions are increased from part-time status to full-time status in Seattle Center:

Item	Department	Position Title	Position Status	Number
4.1	Seattle Center	Security Officer (50540)	Full-time	1.0
<b>Total</b>				<b>1.0</b>

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

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

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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Bruce A. Harrell, Mayor

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

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Elizabeth M. Adkisson, Interim City Clerk

(Seal)

**Attachments:**

Attachment A - Friends of the Waterfront Funding Commitment Letter



November 3, 2022

Tiffani Melake, Waterfront Operations and Management Advisor  
City of Seattle | Office of the Waterfront and Civic Projects  
tiffani.melake@seattle.gov

Tiffani,

This letter confirms Friends of Waterfront Seattle's (Friends) financial commitment to personnel dedicated to our shared public safety goals as part of our partnership with the City of Seattle (City) on the operation of Waterfront Park.

For the 2023 calendar year, Friends of Waterfront Seattle has committed \$990,000 towards public safety staffing costs outside of Friends' staff positions. These funds will be drawn down beginning January 1, 2023, to fund contracted, private security to continuously (24/7/365) monitor publicly accessible areas of Waterfront Park in the same manner as Friends currently provides this service. Friends will continue to provide this contracted, private security until it is informed by the City that Seattle Center is prepared to assume this continuous security presence.

If the assumption of this security responsibility by the City begins in full on June 1, 2023, Friends will provide \$596,250 to the City to fund public employees fulfilling this responsibility. If the City assumes these responsibilities before or after June 1, 2023, Friends will adjust this commitment by an equitable amount to account for the increased or decreased use of private security. Friends will require a 30-day notice of the transfer of this public safety responsibility to close our private security contract adequately.

Under the assumption that the transition of this security responsibility is completed in 2023, Friends is committed to transferring the following amounts to the City to fund public employees in public safety roles at Waterfront Park.

- In 2024, \$945,000
- In 2025, \$1,000,000
- In 2026, \$1,000,000
- In 2027, \$1,000,000
- In 2028, \$1,000,000

Friends shall continue to fund our social services, park ambassadors, public safety management, and special event security outside of the commitments outlined in this letter.

If you have any questions about this commitment, please let me know. We appreciate our continued partnership with the City in providing a safe Waterfront Park that is welcoming to all visitors through our shared operational model.

Sincerely,

Eldon Tam  
Chief Operating Officer  
Friends of Waterfront Seattle

## SUMMARY and FISCAL NOTE\*

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact:</b>
Office of the Waterfront	Tiffani Melake/Kyle Butler	Caleb Wagenaar

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

### 1. BILL SUMMARY

**Legislation Title:** AN ORDINANCE relating to the Seattle Waterfront Park; authorizing the Director of Seattle Center to accept non-City funds; amending Ordinance 126725, which adopted the 2023 Budget; and creating new positions at Seattle Center.

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

This legislation authorizes the director of Seattle Center to accept funds from the Friends of the Waterfront consistent with the Friends' commitment to provide the City with funding to support public safety hiring in the Seattle Waterfront Park, increases appropriations accordingly, and creates new positions in the Seattle Center.

The legislation authorizes 11.0 FTE position authority and increases one existing 0.5 FTE to 1.0 FTE for 24-hour public safety staffing on the Seattle Central Waterfront, to be implemented in alignment with the Waterfront Public Safety Plan developed by the Office of the Waterfront and Civic Projects, Seattle Center, and Seattle Parks and Recreation, in consultation with the non-profit partner Friends of the Waterfront Seattle, to govern Waterfront Park and provide a safe and welcoming environment for visitors of the Waterfront.

The Central Waterfront Capital Program is in construction now, and Waterfront Park has begun to open in phases, with additional park and public spaces opening in 2023. The Waterfront Public Safety Plan will add dedicated public safety staffing to enforce the Waterfront Park Rules with a 24-hour presence on the Waterfront using a tiered response model to respond to incidents, leading with social services and outreach while providing the City the ability to respond to park rule violations that negatively impact the safety for visitors and reporting more criminal, dangerous or life-threatening issues immediately.

### 2. CAPITAL IMPROVEMENT PROGRAM

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

### 3. SUMMARY OF FINANCIAL IMPLICATIONS

**Does this legislation amend the Adopted Budget?**       Yes  No

Appropriation change (\$):	General Fund \$		Other \$	
	2023	2024	2023	2024
	\$0	\$0	\$596,250	\$0
Estimated revenue change (\$):	Revenue to General Fund		Revenue to Other Funds	
	2023	2024	2023	2024
	\$0	\$0	\$596,250	\$0
Positions affected:	No. of Positions		Total FTE Change	
	2023	2024	2023	2024
	0	0	11.5	0.0

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

Yes, the positions will receive long-term city funding from the updated Seattle Park District with a recurring annual contribution planned to begin in 2025 with \$1.2 million per year that will grow by 4% annually under the newly adopted 2023-2028 Seattle Park District plan. In addition, for the years 2023 through 2028 the Friends of the Waterfront will make annual contributions to augment the Waterfront Park safety funding, appropriated in this ordinance (see Attachment A to the Council Bill for full details). In 2023 and 2024, funds from the Seattle Center Park District Waterfront budget for operations, including estimated ramp-up salary savings related to anticipated hiring timelines, will be used to meet the full cost (a total of \$681k in 2023 and \$975k in 2024).

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

Not implementing this legislation may result in opportunity costs that make it challenging to implement a public safety model on the Waterfront Park, diminishing the overall benefits of the completed Central Waterfront capital improvement program. The new amenities may be used less often by the public if a comprehensive approach to ensuring public safety is not actively implemented.

**3.a. Appropriations**

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

Fund Name and Number	Dept	Budget Control Level Name/#*	2023 Appropriation Change	Total
Seattle Center Fund – (11410)	Seattle Center	Waterfront – BO-SC-61000	\$596,250	\$596,250
<b>TOTAL</b>			<b>\$596,250</b>	<b>\$596,250</b>

**Is this change one-time or ongoing?**  
 Ongoing.

**Appropriations Notes:**

The appropriations detailed here are new revenues via a funding agreement with Friends of the Waterfront Seattle (Attachment A to the Council Bill). The remainder of the funding necessary to implement this legislation is budgeted in Seattle Center’s 2023 Waterfront-BO-SC-61000 BCL.

**3.b. Revenues/Reimbursements**

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

**Anticipated Revenue/Reimbursement Resulting from This Legislation:**

<b>Fund Name and Number</b>	<b>Dept</b>	<b>Revenue Source</b>	<b>2023 Estimated Revenue</b>	<b>Total</b>
Seattle Center Fund – (11410)	Seattle Center	Friends of the Waterfront Seattle – funding agreement	<b>\$596,250</b>	<b>\$596,250</b>
<b>TOTAL</b>			<b>\$596,250</b>	<b>\$596,250</b>

**Is this change one-time or ongoing?**

Ongoing, revenues are associated with the Metropolitan Park District plan and a funding commitment from Friends of the Waterfront Seattle.

**Revenue/Reimbursement Notes:**

New revenues from Friends of the Waterfront via a new funding agreement, detailed in Attachment A to the Council Bill. This includes \$596,250 in 2023, \$945,500 in 2024 and \$1 million annually for 2025-2028. Any unspent funds from this funding agreement shall be carried forward to future years to be spent on Central Waterfront Park public safety.

Additionally, the 2023 adopted budget already includes Seattle Park District funding for 3.5 FTE in Public Safety positions.

**3.c. Positions**

**X** This legislation adds, changes, or deletes positions.  
**Total Regular Positions Created, Modified, or Abrogated through This Legislation, Including FTE Impact:**

Position # for Existing Positions	Position Title & Department*	Fund Name & #	Program & BCL	PT/ FT	2023 Positions	2023 FTE	Does it sunset? (If yes, explain below in Position Notes)
N/A	Security Officer	Seattle Center Fund – (11410)	Waterfront – BO-SC-61000	FT	8.5	8.5	No
N/A	Security Officer, Senior	Seattle Center Fund – (11410)	Waterfront – BO-SC-61000	FT	3.0	3.0	No
<b>TOTAL</b>					<b>11.5</b>	<b>11.5</b>	

- 11.0 new regular positions and an increase of one existing 0.5 FTE to 1.0 FTE
- Planned hiring timing is listed in the table above, aligning with the phased opening of Waterfront Park amenities

**4. OTHER IMPLICATIONS**

- a. Does this legislation affect any departments besides the originating department?**  
 Yes, Seattle Parks and Recreation and Seattle Center. Under the proposed delegation authority from Seattle Parks and Recreation to Seattle Center, the Seattle Center will be responsible for hiring, training, and managing the positions.
- b. Is a public hearing required for this legislation?**  
 No.
- c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**  
 No.
- d. Does this legislation affect a piece of property?**  
 No.
- e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?**

These public safety positions will be working under a tiered response system to de-escalate conflicts and enforce park rules along the Central Waterfront. This model of enforcement is structured to enhance safety for visitors of the Waterfront while utilizing a compassionate approach to enforcement.



**f. Climate Change Implications**

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

No. These public safety positions will primarily work on foot in their patrol zones along the Waterfront.

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

No.

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

This legislation will implement an expanded, 24-hour public safety presence on the Waterfront. Measurable goals outlined in the Waterfront Performance Standard will include tracking of security data, parks rules violation data, and surveys of visitor experiences on the Waterfront that have been developed with the Central Waterfront Oversight Committee. This legislation is essential to approving the addition of these public safety positions to operate 24 hours a day.



Legislation Text

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**File #:** CB 120493, **Version:** 1

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**CITY OF SEATTLE**

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

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

AN ORDINANCE relating to use of bus and shuttle vehicle zones by private employer shuttle vehicles; making permanent the Seattle Department of Transportation’s Employer Shared Transit Stop pilot program; amending Sections 11.14.070, 11.14.567, 11.14.568, 11.14.670, 11.16.120, 11.23.034, 11.31.121, 11.72.050, 11.72.357, and 11.74.130 of the Seattle Municipal Code; and adopting a Transit and Mobility Fee Schedule.

WHEREAS, the Seattle Department of Transportation (SDOT) and King County Metro collaborated with Seattle Children’s Hospital and Microsoft to conduct a pilot program allowing these participating organizations’ employer-provided shuttles to share select public transit stops with transit agencies, which has operated successfully without impacting transit or roadway operations, and SDOT now wishes to formalize a program to include other providers and locations; and

WHEREAS, a number of Seattle-area employers operate shuttle services for their workforces that facilitate inter-worksites travel, fill gaps in the public transit network that affect their employees’ commutes, reduce employee dependence on drive-alone commuting, and reduce regional greenhouse gas emissions; and

WHEREAS, private employer shuttle vehicles are limited to using three-minute passenger load zones, 30-minute load zones, and shuttle bus load zones that result in the potential for overly prescriptive curb space allocation, less efficient service, diminished shuttle ridership, and increased traffic congestion; and

WHEREAS, the Employer Shared Transit Stop program supports the 2035 Comprehensive Plan’s transportation goals, including making the best use of the streets and curb space, encouraging use of

multiple transportation options, and reducing greenhouse gas emissions that will protect and improve Seattle's environmental quality; and

WHEREAS, in Seattle, transportation accounts for 60 percent of core greenhouse gas emissions; and single-occupant gasoline-fueled vehicle travel is the far largest source of transportation emissions within the City; and

WHEREAS, based on the most recent Comprehensive Plan, Seattle aims to reduce trips taken in a single occupancy vehicle by 65 to 75 percent by 2035; and

WHEREAS, shifting commute trips to employment sites from single-occupant vehicle travel to shared modes such as employer shuttles and public transit is a strategy for reducing emissions consistent with the Comprehensive Plan; and

WHEREAS, in 2021, as the region endeavors to recover from the COVID-19 pandemic, SDOT staff identified that employer shuttles could become increasingly important post-COVID, as employers begin to bring employees back to in-person worksites and public health concerns continue to linger; and recent customer surveys indicate that many people envision driving alone more, compared to pre-COVID patterns, a trend that runs counter to the City's aggressive goals to reduce drive-alone trips as part of our climate commitment; and a well-managed employer shuttle program could help to reduce drive-alone rates post-COVID; and

WHEREAS, because labor unions promote health and well-being by ensuring higher wages and standards of living, retirement benefits, limits on working hours, opportunities for job training, safer environments and discrimination-free workplaces, health insurance for workers and their families, paid vacations, and holidays for all workers, the City encourages participants in the Employer Shared Transit Stop program to utilize one of the many shuttle service providers with represented workforces; NOW, THEREFORE,

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

Section 1. Section 11.14.070 of the Seattle Municipal Code, enacted by Ordinance 108200, is amended

as follows:

**11.14.070 Bus zone(~~(-)~~)**

“Bus zone” means a portion of the roadway along the curb (~~((which))~~) that is reserved for loading and unloading of (~~((either))~~) transit coaches of (~~((the Metro Transit System))~~) authorized public transit agencies, permitted shuttle vehicles, or school buses when authorized and designated by:

A. A sign with the words “bus,” “bus zone,” or “bus stop” and a parking control message; or

B. (~~((By red-yellow-red (alternating red and yellow stripes)))~~) Alternating red-and-yellow striped curb markings supplemented with the words “bus zone” placed on the curb; or

C. A sign with the word “bus” and (~~((red-yellow-red (-)))~~) alternating red-and-yellow stripes((+)) placed on the curb.

Section 2. Section 11.14.567 of the Seattle Municipal Code, enacted by Ordinance 121917, is amended as follows:

**11.14.567 Shuttle (~~(Bus.)~~) vehicle**

“Shuttle (~~(Bus)~~) vehicle” means every motor vehicle designed for the purpose of carrying passengers (having a seating capacity for (~~((eleven-[11]))~~) 11 or more persons((+)) used regularly to transport persons of any ((~~organized,~~)) charitable, commercial, institutional, or residential organization over a fixed or predetermined route and that is authorized by a valid shuttle vehicle loading permit. This definition does not include ((~~“Charter” or “Sightseeing” buses~~)) a sightseeing bus or charter bus as defined in this ((~~(chapter)~~) Chapter 11.14.

Section 3. Section 11.14.568 of the Seattle Municipal Code, enacted by Ordinance 121917, is amended as follows:

**11.14.568 Shuttle (~~(Bus-Zone.)~~) vehicle load zone**

“Shuttle (~~(Bus-Zone)~~) vehicle load zone” means a portion of a street designated by a sign and white paint markings or other traffic control devices that is reserved for the exclusive use of shuttle (~~(bus)~~) vehicles ((~~possessing~~)) that is authorized by a valid shuttle ((bus)) vehicle loading permit.

Section 4. Section 11.14.670 of the Seattle Municipal Code, last amended by Ordinance 119011, is amended as follows:

**11.14.670 Transit coach((:))**

“Transit coach” includes every vehicle designed for carrying more than ten ~~((10))~~ persons and used for ~~((the transportation of))~~ transporting persons by King County’s Metro Transit, Snohomish County’s Community Transit, Pierce County’s Pierce Transit, ~~((and))~~ the Central Puget Sound Regional Transit Authority, or another authorized public transit agency.

Section 5. Section 11.16.120 of the Seattle Municipal Code, last amended by Ordinance 123120, is amended as follows:

**11.16.120 Director of Transportation-Authority((:))**

The Director of Transportation is authorized:

- A. To increase the maximum speed allowed upon arterial streets;
- B. To declare a minimum speed limit, which shall be effective when appropriate signs giving notice thereof are erected and when it is determined that slow speeds on any part of an arterial street unreasonably impede the normal movement of traffic;
- C. To establish parking rates to be charged at parking payment devices, including parking meters, for parking in ~~((city))~~ City-controlled parking areas under the jurisdiction of the Seattle Department of Transportation and other ~~((city))~~ City rights-of-way, consistent with Section 11.16.121, and to make recommendations to the City Council for fees for permits issued pursuant to this ~~((subtitle))~~ Subtitle I;
- D. To determine the maximum load limits on all streets, alleys, bridges, or elevated structures in the City;
- E. To adopt a ~~((Traffic Control Manual for In-street Work))~~ traffic control manual for in-street work;
- F. To establish, revise, or dissolve restricted parking zones. A decision to establish, to refuse to establish, to expand, to reduce, or to dissolve a restricted parking zone is subject to reconsideration pursuant to

~~((Section))~~ subsection 11.16.317.D. The Director may consider other parking demand management tools in lieu of or prior to implementation of an RPZ~~((:))~~ ;

G. To promulgate rules and regulations for the RPZ program~~((:))~~ ; and

H. To prepare and recommend for adoption by the City Council a schedule of fees applicable to the reviewing and administering permits and issuing violations for vehicle and curb space uses.

Section 6. Section 11.23.034 of the Seattle Municipal Code, enacted by Ordinance 121917, is amended as follows:

**11.23.034 Shuttle ~~((Bus Loading Permit Requirements and Fee.))~~ vehicle loading permit requirements and fee**

A. The ~~((Traffic Engineer))~~ Director of Transportation is ~~((hereby))~~ authorized to administer a system for ~~((the issuance of))~~ issuing shuttle ~~((bus))~~ vehicle loading permits and ~~((to collect))~~ collecting fees. ~~((therefore.))~~ Shuttle ~~((bus))~~ vehicle loading permits shall only be issued to persons or entities that possess a current business license, issued by ~~((any))~~ the governmental entity with jurisdiction to issue the license, and all other required state or federal licenses. The applicant may obtain one ~~((1))~~ nontransferable permit for each licensed shuttle ~~((bus licensed))~~ vehicle operated by the company named in the business license that will use a designated shuttle vehicle load zone. The applicant shall provide the license plate number~~((, as well as))~~ and other vehicle identification information as determined by the ~~((Traffic Engineer))~~ Director of Transportation. The permit shall be permanently affixed to the lower left-hand corner of the vehicle's windshield.

B. Permits shall be valid for one ~~((1))~~ calendar year. The ~~((Traffic Engineer))~~ Director of Transportation shall collect ~~((an annual fee of Three Hundred Dollars (\$300))~~ a fee to be deposited in the Transportation Fund and established annually by a fee schedule for each permit issued to an applicant. ~~((Permits issued after July 1st of any calendar year shall have their fee reduced by fifty (50%) percent.))~~

C. All shuttle vehicle loading permits shall be of a temporary nature, shall vest no permanent right, and may in any case be revoked upon 30 calendar days' notice, or without notice if the Director determines that

continuing to permit stopping at one or more locations is a safety risk.

Section 7. Section 11.31.121 of the Seattle Municipal Code, last amended by Ordinance 125609, 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
* * *		
11.72.357	SHUTTLE ((BUS)) <u>VEHICLE</u> LOAD ZONE	\$47
* * *		

Section 8. Section 11.72.050 of the Seattle Municipal Code, enacted by Ordinance 108200, is amended as follows:

**11.72.050 Bus zone((:))**

No person shall stop, stand, or park a vehicle other than authorized transit agency buses or shuttle vehicles, displaying a valid shuttle vehicle loading permit and authorized to use the particular zone, in a zone established for ~~((such))~~ the specific use. Violators ~~((will))~~ may be impounded without prior notice.

Section 9. Section 11.72.357 of the Seattle Municipal Code, last amended by Ordinance 122243, is amended as follows:

**11.72.357 Shuttle ~~((Bus Load Zone.))~~ vehicle load zone**

No person shall stop, stand, or park a vehicle other than a shuttle ~~((bus))~~ vehicle displaying a valid shuttle ~~((bus))~~ vehicle loading permit in a shuttle ~~((bus))~~ vehicle load zone during the hours the zone restriction is in effect;

provided that shuttle ~~((bus))~~ vehicle load zone restrictions are not effective on Sundays or parking holidays, except where otherwise indicated by sign posting for the ~~((load))~~ zone.

Section 10. Section 11.74.130 of the Seattle Municipal Code, enacted by Ordinance 108200, is amended as follows:

**11.74.130 Special permits~~((:))~~**

In places where, and at hours when, parallel parking for loading or unloading of property in a business district, on an arterial street, or on a King County Metro Transit route ~~((;))~~ is permitted under the provisions of this ~~(( subtitle))~~ Subtitle I, vehicles used for the transportation or handling of property may be angle parked or backed to the curb for loading or unloading only when the owner or operator of ~~((such))~~ the vehicle, or the owner or lessee of the adjacent property, holds a permit~~((;))~~ provided for in Section 11.23.080~~((, authorizing him so))~~ that authorizes the owner, operator, or lessee to park. The permit shall be prominently displayed on the vehicle or on the adjacent property at the time the vehicle is so parked: ~~((Provided;))~~ provided that ~~((such))~~ the permit shall only be ~~((valid))~~ in effect during actual loading or unloading operations.

Section 11. The Seattle Department of Transportation Transit and Mobility Fee Schedule attached as Attachment A to this ordinance is adopted.

Section 12. The Director shall adjust fees annually in Attachment A based on changes in the purchasing power of the dollar during the preceding calendar year shown by the Consumer Price Index for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bellevue, WA, First Six Months (CPI), published in or about August of each year by the U.S. Department of Labor Bureau of Labor Statistics.

Section 13. No adjusted fee shall be effective unless it is included in a schedule of adjusted fees the Director files with the City Clerk. The schedule shall state the year the fees shall first be in effect. If the Director files the schedule with the City Clerk on or before December 1 of the year before the stated year, the adjusted fees shall become effective on January 1 of the stated year. Otherwise, the fees shall become effective on the first date that is a) at least 30 days after the date of filing and b) is the first day of a calendar month.



Section 14. The failure of the Director to adjust the fees for any given year shall not limit the Director's mandate and authority to adjust the fees in subsequent years, but in no case may the Director adjust the fees upward by more than ten percent at any one time.

Section 15. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

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

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

Approved / returned unsigned / vetoed this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Elizabeth M. Adkisson, Interim City Clerk

(Seal)

Attachments:

Attachment A - Seattle Department of Transportation Transit and Mobility Fee Schedule

Att A - Seattle Department of Transportation Transit and Mobility Fee Schedule  
V12

<b>Attachment A - Table A</b>	
<b>Seattle Department of Transportation Transit and Mobility Fee Schedule, Effective DATE</b>	
<b>Permit Type</b>	<b>Permit Fee</b>
Shuttle Vehicle Permit*	\$600
Shared Transit Stop Use*	\$5,000
Shared Transit Stop Use* (Reduced**)	\$2,500

<b>Attachment A - Table A1</b>	
<b>Other Rates and Charges</b>	
Hourly Review and Inspection Rate	\$332

<b>Attachment A - Definitions</b>	
<b>Term</b>	<b>Description</b>
Shuttle Vehicle Permit	An annual fee charged per vehicle
Shared Transit Stop Use	An annual fee charged per employer per transit stop

\*The Department of Transportation is directed to use the Shuttle Vehicle Permit and Shared Transit Stop Use fees credited to the Transportation Fund for the following purposes: program administration and management; data collection and analysis to measure the use and/or impact of shuttles at Shuttle Vehicle Load Zones and at employer shared transit stops; updating IT and permitting systems; reimbursing Metro for their staff review time, performing other administrative functions, and for any transit zone maintenance costs; and other program-related costs.

\*\*A reduced Shared Transit Stop Use fee shall be applied only to entities with an approved Major Institution Master Plan (MIMP) and a documented Transportation Management Plan (TMP) which utilizes employer shuttles as a tool to reduce single-occupant drive-alone trips.

## SUMMARY and FISCAL NOTE\*

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
Seattle Department of Transportation	Benjamin Smith/206-684-4209	Christie Parker/206-684-5211

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

### **1. BILL SUMMARY**

#### **Legislation Title:**

AN ORDINANCE relating to use of bus and shuttle bus zones by private employer shuttle vehicles; making permanent the Seattle Department of Transportation’s Employer Shared Transit Stop pilot program; amending Sections 11.14.070, 11.14.567, 11.14.568, 11.14.670, 11.16.120, 11.23.034, 11.31.121, 11.72.050, 11.72.357, and 11.74.130 of the Seattle Municipal Code; and adopting a Transit and Mobility Fee Schedule.

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

The Revised Code of Washington, RCW 35.58.250, allows buses owned or operated by any corporation or organization to provide local public passenger transportation service solely for the purposes of the corporation or organization, so long as no fee or fare is charged. This allows employer-funded private shuttles to operate within the King County Metro (Metro) service area.

In April 2017, SDOT and Metro began operating a pilot program allowing private employer-provided shuttles to share a dozen existing public transit stops with public transit agencies. Seattle Children’s Hospital and Microsoft participated in the pilot program and are sharing stops with public transit to pick up and drop off employees. The goals of the pilot were to maintain transit operations with shared use of transit stops, maximize ridership on public transit and employer shuttles, and limit public curbspace allocated to loading zones.

An evaluation of the pilot program was completed in October 2018. Based on the findings of the report and the potential for the program to meet the goals of both the City’s downtown and citywide mobility strategy, this legislation makes the pilot program permanent. This change allows the shared use of approved public transit stops by additional public and private transit providers. The legislation also adopts a Transit and Mobility Fee Schedule that establishes permit fees for shared transit stops and shuttle vehicles. The legislation authorizes the SDOT Director to adjust fees annually based on changes to the Consumer Price Index. Annual increases are capped at 10%. Fee revenues are deposited in the Transportation Fund and are used to administer the program. This legislation will be accompanied by a corresponding Director’s Rule to be published by SDOT for comment, and which would be updated as needed to reflect program operations.

As the region endeavors to recover from the COVID-19 pandemic, employer shuttles could become increasingly important as employers begin to bring employees back to in-person

worksites and public health concerns continue to linger with regard to public transit. Recent customer surveys indicate that, compared to pre-COVID patterns, many people envision driving alone more and riding public transit less, a trend which runs counter to the City’s aggressive goals to reduce drive-alone trips as part of our climate commitment. A well-managed employer shuttle program could help to reduce drive-alone rates post-COVID.

**2. CAPITAL IMPROVEMENT PROGRAM**

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

**3. SUMMARY OF FINANCIAL IMPLICATIONS**

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

Appropriation change (\$):	General Fund \$		Other \$	
	2022	2023	2022	2023
Estimated revenue change (\$):	Revenue to General Fund		Revenue to Other Funds	
	2022	2023	2022	2023
		(\$75,000)		\$431,960
Positions affected:	No. of Positions		Total FTE Change	
	2022	2023	2022	2023

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

Appropriation changes due to passage of this legislation will be reflected in one or more future budget actions.

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

If this legislation is not approved, then SDOT would not have the requisite revenues to support the long-term operations of the program and the program would not be able to expand.

**3.a. Appropriations**

     This legislation adds, changes, or deletes appropriations.

**Appropriations Notes:** Appropriations associated with this item will be incorporated into future budget action(s).

**3.b. Revenues/Reimbursements**

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

Fund Name and Number	Dept	Revenue Source	2022 Revenue	2023 Estimated Revenue
Transportation Fund / 13000	SDOT	Permit Fees	N/A	\$431,960
General Fund / 00100	N/A	Permit Fees	N/A	(\$75,000)
<b>TOTAL</b>				<b>\$356,960</b>

**Is this change one-time or ongoing?**

Ongoing

**Revenue/Reimbursement Notes:** Shuttle Vehicle Permit fee revenues that currently are deposited to the General Fund will instead be deposited to the Transportation Fund, along with other fees listed in Ordinance Attachment A: Transit & Mobility Fee Schedule.

**3.c. Positions**

       This legislation adds, changes, or deletes positions.

**4. OTHER IMPLICATIONS**

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

No.

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

No.

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

No, although SDOT has published notice of an accompanying Director’s Rule.

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

No.

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

SDOT completed a review of equity impacts of this program in a Racial Equity Memo, as transit is a vital service to low-income communities and many people of color. A poorly-implemented employer shuttle program – or the lack of a program at all – could create significant equity issues, for example with shuttles blocking critical transit stops and stations.

The Program will significantly increase SDOT’s visibility into shuttle operations in Seattle and would minimize potential negative impacts by ensuring that shared stops are sited at locations with sufficient capacity for additional vehicles, and that new shuttle load zones also fit in with neighborhood needs. The fees associated with the Program ensure that shuttle-related application and program administration activities are funded by employers and not by taxpayers. Any excess revenues not needed for program administration will be targeted for improvements that benefit transit riders and employer shuttle users, such as enhancements to shared stop locations. SDOT will be closely monitoring community feedback following program launch to evaluate potential issues surrounding equity at shared stops, including public perception of the overall program as well as neighborhood-specific concerns.

**f. Climate Change Implications**

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

As noted above, among other goals the program intends to encourage use of employer shuttles while integrating them into the greater transit and transportation system. With sufficient uptake of shuttle use and mode shift away from Single Occupant Vehicle driving, this should decrease carbon emissions within the City of Seattle. As well, by gaining additional information about shuttle pathways and operations, SDOT can also discourage discretionary and empty-running mileage of shuttles, further decreasing shuttle Vehicle Miles Traveled and resulting carbon emissions.

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

The program should increase the City’s resiliency to climate change by partnering with new and expanding employer shuttle services to provide additional travel options in the City of Seattle, and to better integrate these different curbs-loading uses (shuttles with public transit). As noted in section 4(f)1, it can decrease carbon emissions by shifting drive-alone trips to shuttles, potentially reducing congestion and allowing more efficient use of Seattle’s roadways and curbspace. It will also increase the coordination between shuttle operations and public transit, allowing each of these modes to best serve their travel markets most efficiently.

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

Given strong interest in this program from employers (such as Amazon, Microsoft, Google, University of Washington, and Seattle Children’s Hospital), demonstrated compatibility with transit operations as indicated by the 2018 evaluation and the fact that as Seattle emerges from COVID-19, transit service levels are constrained while travel demand continues to increase, this program is well-timed. SDOT has done significant work to ensure this program

is functional and equitable, reflective of stakeholder feedback and input from the business community as well as transit operators, and sustainable from a financial and staffing perspective. The initial program design includes limits on the number of shared stop applications per year and numbers of shared stops per employer and citywide, to best manage shared stops across the city and streamline administration. Both these caps and the proposed fee structure will be evaluated two years after program launch to ensure opportunity for future refinement if needed.

If the Program is not implemented, SDOT will continue to have a Shuttle Vehicle Permit fee (allowing operation of employer shuttles). The rate has not been updated since its initial adoption into the Seattle Municipal Code in 2005, so it does not fully cover related staff costs. The combination of updated Shuttle Vehicle Permit fees, a new hourly review fee for applications, and a new Shared Transit Stop annual use fee would provide a more flexible, responsive set of curb management tools that can be better tailored to the mix of employer needs, transit service requirements, and other uses and demands on blocks in different locations. This framework also better addresses staffing costs beyond what is funded in SDOT's base budget. Other impacts of not adopting this program include limited visibility into operations and data from shuttle providers, a more cumbersome process for permitting shuttle access to curbside space via Shuttle Vehicle Load Zones, and the need to resolve the existing 12 shared stop locations and current employer participation in the pilot program.

**Summary attachments:** None.



**Amendment A to CB 120493 – Shared Transit Stops**

**Sponsor:** Councilmember Morales

Add a June 1, 2026 expiration date for the Shared Transit Stop Use Permit fee.

**Effect:** This amendment would establish an expiration date of June 1, 2026 for the Shared Transit Stop Use Permit fee. Future Council authorization would be required to continue the program after the expiration date.

Amend the last Whereas clause and add a new Whereas clause as follows:

WHEREAS, because labor unions promote health and well-being by ensuring higher wages and standards of living, retirement benefits, limits on working hours, opportunities for job training, safer environments and discrimination-free workplaces, health insurance for workers and their families, paid vacations, and holidays for all workers, the City encourages participants in the Employer Shared Transit Stop program to utilize one of the many shuttle service providers with represented workforces; ~~NOW, THEREFORE, and~~

WHEREAS, future Council action will be required to continue the Employer Shared Transit Stop program beyond June 1, 2026, and Council anticipates that SDOT will be able to report on how employer shuttle services complement public transit services and identify public space conflicts or design considerations associated with this use of the public right of way as part of program evaluation; NOW, THEREFORE,

Amend Section 11 as follows:

Section 11. The Seattle Department of Transportation Transit and Mobility Fee Schedule attached as Attachment A to this ordinance is adopted. The authority to charge the

Shared Transit Stop Use permit fee authorized by adopting Attachment A will expire on June 1, 2026.

Amend the definitions in Attachment A as follows:

<b>Attachment A - Definitions</b>	
<b>Term</b>	<b>Description</b>
Shuttle Vehicle Permit	An annual fee charged per vehicle
Shared Transit Stop Use	An annual fee charged per employer per transit stop; <u>SDOT authority to issue permit expires June 1, 2026</u>