



# SEATTLE CITY COUNCIL

## Parks, Public Utilities, and Technology Committee Agenda

Wednesday, July 9, 2025

2:00 PM

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

Joy Hollingsworth, Chair  
Sara Nelson, Vice-Chair  
Robert Kettle, Member  
Maritza Rivera, Member  
Dan Strauss, Member

Chair Info: 206-684-8803; [Joy.Hollingsworth@seattle.gov](mailto:Joy.Hollingsworth@seattle.gov)

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

Council Chamber Listen Line: 206-684-8566

The City of Seattle encourages everyone to participate in its programs and activities. For disability accommodations, materials in alternate formats, accessibility information, or language interpretation or translation needs, please contact the Office of the City Clerk at 206-684-8888 (TTY Relay 7-1-1), [CityClerk@Seattle.gov](mailto:CityClerk@Seattle.gov), or visit <https://seattle.gov/cityclerk/accommodations> at your earliest opportunity. Providing at least 72-hour notice will help ensure availability; sign language interpreting requests may take longer.



**SEATTLE CITY COUNCIL**  
**Parks, Public Utilities, and Technology**  
**Committee**  
**Agenda**  
**July 9, 2025 - 2:00 PM**

**Meeting Location:**

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

**Committee Website:**

<https://www.seattle.gov/council/committees/parks-public-utilities-and-technology-x154106>

---

This meeting also constitutes a meeting of the City Council, provided that the meeting shall be conducted as a committee meeting under the Council Rules and Procedures, and Council action shall be limited to committee business. Pursuant to Council Rule VI.C.10, members of the public providing public comment in Chambers will be broadcast via Seattle Channel.

Members of the public may register for remote or in-person Public Comment to address the Council. Speakers must be registered in order to be recognized by the Chair. Details on how to register for Public Comment are listed below:

Remote Public Comment - Register online to speak during the Public Comment period at the meeting at <https://www.seattle.gov/council/committees/public-comment>. Online registration to speak will begin one hour before the meeting start time, and registration will end at the conclusion of the Public Comment period during the meeting.

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.

Please submit written comments no later than four business hours prior to the start of the meeting to ensure that they are distributed to Councilmembers prior to the meeting. Comments may be submitted at [Council@seattle.gov](mailto:Council@seattle.gov) or at Seattle City Hall, Attn: Council Public Comment, 600 4th Ave., Floor 2, Seattle, WA 98104. Business hours are considered 8 a.m. - 5 p.m. Comments received after that time will be distributed after the meeting to Councilmembers and included as part of the public record.

*Please Note: Times listed are estimated*

**A. Call To Order**

**B. Approval of the Agenda**

**C. Public Comment**

**D. Items of Business**

1. [CB 121008](#) **AN ORDINANCE amending the Landscape Conservation and Infrastructure Program Funding Plan for South Lake Union and Downtown as adopted by Ordinance 124286.**

Attachments: [Att A - Amended LCLIP Funding Plan](#)

Supporting

Documents:

[Summary and Fiscal Note](#)

[Summary Att A - Amended LCLIP Funding Plan Tracked Changes](#)

[Summary Att B - Local Infrastructure Project Area for Downtown and South Lake Union](#)

[Summary Att C - Racial Equity Toolkit](#)

[Seattle Parks and Recreation Memo](#)

[Presentation \(7/9/25\)](#)

**Briefing, Discussion, and Possible Vote**

**Presenters:** Andy Sheffer and Jonathan Garner, Seattle Parks and Recreation; Traci Ratzliff, Council Central Staff

2. [CB 121014](#) **AN ORDINANCE relating to Seattle Public Utilities; authorizing a direct sale of real property identified in King County records as parcel 162206-9049-04, a portion of Lake Youngs Aqueduct Right-of-Way in King County, Washington to Sherrell Development LLC, establishing the fair market value for said parcel; and authorizing the General Manager/CEO of Seattle Public Utilities to execute all documents and take other necessary actions to complete the sale of the property; designating the proceeds from the sale; and ratifying and confirming certain prior acts.**

Attachments: [Att 1 - Purchase and Sale Agreement](#)

Supporting  
Documents:

[Summary and Fiscal Note](#)  
[Summary Ex A - Regional Location Map](#)  
[Summary Ex B - Community Location Map](#)  
[Summary Ex C - Site Map](#)  
[Presentation](#)

**Briefing, Discussion, and Possible Vote**

**Presenters:** Gerry Caruso, Seattle Public Utilities; Brian Goodnight,  
Council Central Staff

3. [CB 121015](#) **AN ORDINANCE relating to Seattle Public Utilities; authorizing the acceptance of an easement granted to the City of Seattle and recorded as King County document number 20220817000046 for the installation and operation of a drainage facility on property commonly known as 14100 Westwood PI NE, King County parcel number 812410-0031; placing the property rights and interests conveyed by the easement under the jurisdiction of Seattle Public Utilities; and ratifying and confirming certain prior acts.**

Attachments: [Att 1 - Drainage Easement](#)

Supporting

Documents:

[Summary and Fiscal Note](#)

[Summary Ex A - Vicinity Map](#)

[Summary Ex B - Site Map](#)

[Presentation](#)

**Briefing, Discussion, and Possible Vote**

**Presenters:** Gerry Caruso, Seattle Public Utilities; Brian Goodnight,  
Council Central Staff

## E. Adjournment



Legislation Text

---

**File #:** CB 121008, **Version:** 1

---

**CITY OF SEATTLE**

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

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

AN ORDINANCE amending the Landscape Conservation and Infrastructure Program Funding Plan for South Lake Union and Downtown as adopted by Ordinance 124286.

WHEREAS, Washington State allows cities, through the Landscape Conservation and Local Infrastructure

Program (LCLIP) created by chapter 39.108 RCW, to capture and use a portion of future property tax revenue generated by new development to fund local improvements; and

WHEREAS, in 2013 the Seattle City Council approved a regional transferable development rights (TDR)

program as part of the South Lake Union rezone through a suite of legislation including Ordinances 124172, 124285, 124286, and 124287; and

WHEREAS, through this program, developers in South Lake Union and Downtown were able to purchase

development rights from farm and forest land to gain a portion of their extra floor area; and

WHEREAS, a portion of the King County property taxes on the value of new development in

South Lake Union and Downtown are then used to fund local infrastructure improvements in the Local Infrastructure Project Area (LIPA) established by Ordinance 124287; and

WHEREAS, for the first ten years of the TDR program the revenues were directed to the Seattle Department of

Transportation (SDOT), ending in 2025; and

WHEREAS, for years 11 through 20 of the TDR program, beginning in 2025, revenues will be directed to

Seattle Parks and Recreation (SPR); and

WHEREAS, the public improvements that may receive funding from the LCLIP program were listed in the

Landscape Conservation and Local Infrastructure Program Infrastructure Funding Plan for South Lake Union and Downtown (LCLIP Funding Plan), which was attached to Ordinance 124286 as Attachment 1; and

WHEREAS, the Open Space Investments identified in the original LCLIP Funding Plan under the purview of SPR have either been completed or will be funded with a different funding source as noted in the 2025-2030 Adopted Capital Improvement Program; and

WHEREAS, SPR needs to amend the LCLIP Funding Plan to replace the list of completed Open Space Investments with potential new Open Space Investments; and

WHEREAS, no amendments are being made to the Streetscape Investments that are under the purview of SDOT, to which the funding will return in 2035; NOW, THEREFORE,

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

Section 1. The Amended Landscape Conservation and Local Infrastructure Program Infrastructure Funding Plan for South Lake Union and Downtown is adopted as shown in Attachment A to this ordinance.

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

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

\_\_\_\_\_

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

---

Bruce A. Harrell, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

---

Scheereen Dedman, City Clerk

(Seal)

**Attachments:**

**Attachment A - Amended Landscape Conservation and Local Infrastructure Program Infrastructure Funding Plan for South Lake Union and Downtown**

# **Landscape Conservation and Local Infrastructure Program Infrastructure Funding Plan For South Lake Union and Downtown**

**June 13, 2013  
Amended June 25, 2025**

This plan outlines potential infrastructure investments that could be implemented through funding generated by the Landscape Conservation and Local Infrastructure Program (LCLIP) that is being proposed by the City of Seattle in cooperation with King County. While specific funding decisions will be made by the City based on the amount of funding available, project timing, opportunities to leverage outside funds, opportunities to leverage developer improvements, and other factors, this plan outlines the scope of potential items that could be funded through this program. Funding of any items not included in this plan through the LCLIP program would require modification of the plan by legislative action. All dollar amounts are in 2012 dollars.

## **Background**

The City of Seattle, in cooperation with King County, is proposing to implement the LCLIP program in the neighborhoods of South Lake Union and Downtown. The LCLIP program allows cities to receive a portion of future county property tax revenue for local infrastructure investments if they implement a program to obtain regional Transferable Development Rights (TDR). The City is proposing to meet the requirements for capturing TDRs through the incentive zoning program in South Lake Union and Downtown. The overall purpose of the Infrastructure Funding and Regional TDR Programs is to preserve farm and forest land by transferring development capacity from these lands to cities and generate funds for local infrastructure projects in the communities where the additional development capacity is located.

The Regional TDR program would be implemented by requiring developers to earn extra floor area and height in part by purchasing and extinguishing development rights (also known as TDR credits) from regional farms and forests.

In exchange for implementing a Regional TDR Program through the City's incentive zoning program, the City would be entitled to receive 17.44% of property tax revenue from new development occurring in the Local Infrastructure Project Area (LIPA) for up to 25 years according to the standards of RCW 39.108. The boundary area of the proposed LIPA is shown below.



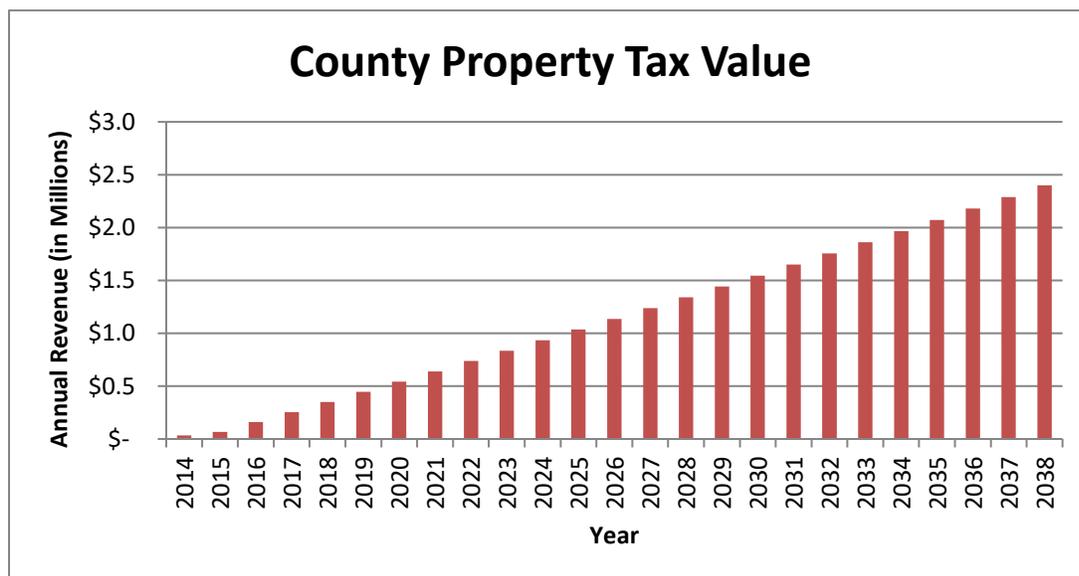
This funding would be contingent on meeting certain thresholds over time. The initial length of the program would be 10 years. The program would be extended to:

- 15 years if 400 credits are obtained within 9.5 years;
- 20 years if 600 credits are obtained within 14.5 years; or
- 25 years if 800 credits are obtained within 19.5 years.

King County would agree to consider each threshold met if, prior to each deadline, at least 70%-80% of the TDR credits necessary to meet the local property tax threshold had been obtained (the exact percentage varies by threshold) and the City requested in writing, that the threshold be considered met. If the option to extend to 25 years is used prior to obtaining 800 credits, the City would be required to continue the TDR program until 800 credits were obtained even if it required the TDR program to extend beyond 25 years.

### Anticipated Revenue

It is anticipated that this program will result in \$27.5M in revenue from King County property taxes over 25 years. If an annual discount rate of 3% is used to account for the reduced value of having money in the future, these funds would be equivalent to \$15.7M in 2012 dollars. Below is an estimate of expected revenue by year.



### Funding Strategy

Revenue generated from the LCLIP program will be spent on streetscape and open space investments as described below and detailed in the “specific investments” section.

These funds would be split between projects in South Lake Union and Downtown based on the proportion of regional TDR generated in each area. It is estimated that this split will result in

about 60% of the funds or \$16.5M (\$9.4M in 2012 dollars) being allocated to South Lake Union projects and 40% of the funds or \$11.0M (\$6.3M in 2012 dollars) to Downtown projects.

Decisions about which projects to implement and when they will be implemented will be made by the City based on the amount of funding available, project timing, opportunities to leverage outside funds, opportunities to leverage developer improvements, and other factors. In order to streamline this process, the City is proposing to stage the projects such that the first 10 years of revenue would go toward streetscape and transportation projects managed by the Department of Transportation, the second 10 years of revenue would go to Open Space Investments managed by the Department of Parks and Recreation, and the last 5 years again would go to streetscape projects managed by the Department of Transportation.

A chart summarizing the proposed staging and projects (with priority projects in **bold**) is shown below:

Revenue Years	Agency	Estimated Total Revenue (2012 Dollars)	Proposed Projects by Area	
			South Lake Union	Downtown
0-10 years	SDOT	\$2.9M	<ul style="list-style-type: none"> <li>• <b>Green Streets</b> (Thomas &amp; 8<sup>th</sup>)</li> <li>• Bike, Pedestrian, and Transit Improvements (Harrison &amp; Denny)</li> </ul>	<ul style="list-style-type: none"> <li>• <b>3<sup>rd</sup> Avenue Improvements</b> (Capital Projects &amp; Programs)</li> </ul>
11-20 years	Parks	\$7.8M	<ul style="list-style-type: none"> <li>• Park Improvements</li> </ul>	
21-25 years	SDOT	\$5.0M	<ul style="list-style-type: none"> <li>• Transportation Improvements – specific improvements to be determined later</li> </ul>	

In general, the City plans to spend money as it is received; however, opportunities to use bonding to implement projects prior to the receipt of funds will be considered on a project-by-project basis.

### Specific Investments

The specific investments that are proposed to be funded in part through LCLIP are outlined on the following pages. It is anticipated that funds generated through LCLIP will be combined with funds from other sources to accomplish these projects.

## South Lake Union Streetscape Investment

### Thomas Street Green Street (from Dexter Ave to Fairview Ave)

Proposed Improvements	Cost Estimate
Implement “green street” improvements to support Thomas Street’s role as an important new east / west green street and public realm connection, linking the Cascade neighborhood through South Lake Union to the Seattle Center. The current proposal includes a two-way, two-lane configuration with on-street parking. Curb bulbs will be added where appropriate and the north sidewalk will be expanded to provide a green promenade. Pedestrian-scale lighting and streetscape improvements will be made throughout.	\$1,500,000

### 8<sup>th</sup> Avenue NE Green Street (from Mercer Street to John Street)

Proposed Improvements	Cost Estimate
Create a pedestrian-oriented street from Mercer to John with an enhanced green street environment that could serve as a <i>woonerf</i> . The project will likely include widened sidewalks, new trees and plantings, new pedestrian lighting, and streetscape improvements.	\$2,500,000

### Harrison Street Improvements (from Dexter Avenue to Fairview Avenue)

Proposed Improvements	Cost Estimate
Rebuild or repair pavement between Dexter and Eastlake to allow potential transit use and provide a three-lane roadway section as necessary; repair, replace or enhance sidewalks and install curb bulbs as needed; improve planting areas, tree canopy and parking as possible; provide pedestrian lighting and streetscape improvements. Harrison will become the primary street for traveling east / west through South Lake Union between Mercer Street and Denny Street.	\$5,500,000

### Denny Way Improvements (from Broad Street to Stewart Street)

Proposed Improvements	Cost Estimate
Make spot improvements consistent with Denny Way Streetscape Concept Plan; improve pedestrian crossing conditions, enhance signalized intersections, replace sidewalk in poor condition, improve planting strips and provide street trees where needed; Improve roadway delineation in locations where two streets intersect Denny at a diagonal.	\$2,500,000

## Downtown Streetscape Investments

### Third Avenue Corridor Improvements

Proposed Improvements	Cost Estimate
<p>This project makes multimodal improvements in the Third Avenue downtown corridor, a major travel corridor for pedestrians and transit vehicles. The project enhances the walking, biking and transit environment and improves safety for all travel modes. Improvements may include repair or enhancement of streets, improving sidewalks, upgrading or installing curb ramps, remarking crosswalks, and installing pedestrian countdown signals. It may also include pedestrian-scale lighting, bicycle facilities at select locations, high-capacity solar trash receptacles and wayfinding information. Transit will be made more attractive and convenient with improvements such as real-time transit information, transit maps and schedule information, improved weather protection, ticket vending machines or ORCA card readers.</p>	<p>\$40 to 70 million</p>

## Open Space Investments

This funding plan outlines the scope of potential Open Space Investments that could be implemented through funding generated by the Landscape Conservation and Local Infrastructure Program (“LCLIP”) that has been underway by the City of Seattle in cooperation with King County since 2013. This Open Space Investments funding plan in no way affects the proposed South Lake Union Streetscape Investment or the Downtown Streetscape Investments, both of which are under the purview of the Department of Transportation. Funding of any items through the LCLIP program not included in this plan would require modification of the plan by legislative action. The estimated \$7.8M that SPR would get in 2012 dollars (in the table above) is equivalent to \$14M in 2025 dollars.

Decisions about which projects to implement and when, will be made by the City based on the amount of funding available, project timing, opportunities to leverage outside funds, opportunities to leverage developer improvements, and other factors. The Open Space Investments project list below amends the Open Space Investments project list approved with the 2013 legislation (Ord. 124286). The projects initially proposed with that legislation have already been completed by the Department utilizing other sources of funding with the exception of a north downtown community center that has already been identified as part of a debt financing package within the Park District Financial Plan.

### Open Space Investments

#### Northwest Native Canoe Carving Center

Proposed Improvements	Cost Estimate	Year
<p>Improvements for a new timber framed structure with localized site modifications within the existing Lake Union Park.</p>	<p>\$550,000</p>	<p>2025-2026</p>

--	--	--

**Prefontaine Plaza**

<b>Proposed Improvements</b>	<b>Cost Estimate</b>	<b>Year</b>
Improvements to restoring functionality at existing fountain and improving pathway safety at site.	\$400,000	2025-2026

**Lake Union Waterline Project**

<b>Proposed Improvements</b>	<b>Cost Estimate</b>	<b>Year</b>
Improvements for a new water distribution system needed within Lake Union Park.	\$4,500,000	2026-2029

**City Hall Park**

<b>Proposed Improvements</b>	<b>Cost Estimate</b>	<b>Year</b>
Site improvements at park to address user safety concerns, improved pedestrian circulation, and landscape plantings.	\$3,000,000	2030-2032

**South Lake Union Community Council SLU Parks Task Force Projects**

<b>Proposed Improvements</b>	<b>Cost Estimate</b>	<b>Year</b>
Projects identified in collaboration with community members from South Lake Union to provide expanded activation and infrastructure to Lake Union Park, Denny Park and Cascade Playground.	\$2,730,000	2026-2034

**Downtown District Community-led Projects**

<b>Proposed Improvements</b>	<b>Cost Estimate</b>	<b>Year</b>
Projects identified in parks in the Downtown District, in collaboration with community members from that district, to expand activation and infrastructure: Myrtle Edwards Park, Alaskan Way Boulevard, Belltown Cottage Park, Urban Triangle Park, Bell Street Park Boulevard, Westlake Square, McGraw Square, Victor Steinbrueck Park, Westlake Park, Freeway Park, Pioneer Square, Prefontaine Place, City Hall Park, Occidental Square, Pioneer Square, Union Station Square.	\$1,070,000	2026-2034

**Chinatown/International District Community-led Projects**

<b>Proposed Improvements</b>	<b>Cost Estimate</b>	<b>Year</b>
Projects identified in parks in the Chinatown/International District, in collaboration with community members from that district, to expand activation and infrastructure: Kobe Terrace, Hing Hay Park, Hoa Mai Park, Donnie Chin International Children’s Park, Beacon Place.	\$750,000	2030-2034

**Reserve**

<b>Proposed Improvements</b>	<b>Cost Estimate</b>	<b>Year</b>
Set aside funds to address potential de minimus scope changes or cost increases.	\$1,000,000	2030-2034

**Total Open Space Investments: \$14,000,000**

## SUMMARY and FISCAL NOTE

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Seattle Parks and Recreation	Jonathan Garner	Alex Rouse

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE amending the Landscape Conservation and Infrastructure Program Funding Plan for South Lake Union and Downtown as adopted by Ordinance 124286.

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

**Summary:** This legislation amends the Landscape Conservation and Infrastructure Program (LCLIP) funding plan adopted by City Council in 2013 as part of the Interlocal Agreement for the Regional Transfer of Development Rights and Tax Increment Financing of Infrastructure by and between the City of Seattle and King County (Ordinance 124285). The ILA included an infrastructure funding plan to be financed by the LCLIP program and adopted separately in companion Ordinance 124286. A condition of that ordinance stipulates that legislative action is required to make any modifications to the original funding plan. Given the original list of Seattle Parks and Recreation (SPR) projects has either been completed or been funded with different funding sources, this legislation requests City Council approval of the proposed project modifications.

**Background:** The City entered into an agreement with King County in 2013 after the state legislature passed a bill that allows cities to create LCLIP programs to receive funding for infrastructure investments from future property tax revenues in areas that are designated to receive regional transferable development rights (TDRs). The overall purpose of the LCLIP program is to preserve farm and forest land by transferring development capacity from rural areas to cities and generate funds for local infrastructure projects in communities where the additional development capacity is located. The City ultimately implemented the incentive zoning program in South Lake Union and Downtown (see project area in Attachment B). The program began in 2013 and continues through 2038 (25 years).

The LCLIP funding plan proposed financial stages and projects within the designated neighborhoods to be undertaken by Seattle Department of Transportation (SDOT) and SPR over the 25-year timeframe. SDOT received annual funding from the program to implement a list of transportation projects over the first 10 years. SPR is to receive the annual funding beginning in 2025 and for the next 10 years, after which it switches back to SDOT for the remaining five years. The SPR projects identified as Open Space Investments in the original funding plan have been completed with other funding sources since 2013, with the exception of a north downtown community center that has funding as part of a debt financing package within the Park District Cycle 2 Financial Plan. Therefore, a new list of Open Space Investments needs to be proposed

and approved by the City Council through an amendment to the original funding plan (see Summary Attachment A).<sup>1</sup>

To inform the proposed Open Space Investment list, SPR reviewed existing priority projects within the Local Infrastructure Project Area (LIPA) as well as engaged with community groups in each of the three neighborhoods. Specifically with regards to community engagement, throughout 2024, SPR held monthly meetings with numerous community advocacy groups representing the South Lake Union neighborhood where we learned of priorities for these groups and residents to help form the proposed Open Space Investment list. These groups formed a task force and were already established at the time planning began for the LCLIP. Additionally, significant community engagement over the previous 5 years working in conjunction with a downtown interdepartmental team formed during COVID established a clear mandate for an enhanced City Hall Park and Prefontaine Fountain to support downtown recovery. In the second half of 2024, SPR and Department of Neighborhoods began collaboration on developing a similar task force for the Chinatown-International District neighborhood to inform a project list for this area in future years of the program. We will continue these efforts utilizing a neighborhood-led engagement process that relies on both virtual and in-person tools that have been tailored to the language, culture, and lived experience of residents.

The annual funding is contingent on development in the designated areas and is currently estimated to generate between \$1M-\$1.5M annually, or approximately \$14M over the 10 years. It should be noted that a requirement of the program is that the funding be spent proportional to how it is generated e.g., if 60% of the revenue is generated in the South Lake Union neighborhood, 60% of the funding must be spent within the South Lake Union neighborhood over the entirety of the 10 years. Decisions about which projects to implement and project timing will be made by the City based on the amount of funding available, project schedules, opportunities to leverage outside funds, opportunities to leverage developer improvements, and other factors.

## 2. CAPITAL IMPROVEMENT PROGRAM

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

Note: Funding for the LCLIP program was transferred from SDOT to SPR in the 2025 Adopted Budget and is already part of SPR's 2025-2030 Adopted Capital Improvement Program.

## 3. SUMMARY OF FINANCIAL IMPLICATIONS

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

---

<sup>1</sup> The LCLIP Funding Plan included a proposal for a full-service community center north of downtown which is being considered separately as part of the Cycle 2 Seattle Park District financial plan.

### 3.d. Other Impacts

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

Funding for the LCLIP program was transferred from SDOT to SPR in the 2025 Adopted Budget. SPR would consider requesting additional funding as part of future budget processes if any capital project funded by LCLIP results in new operations and maintenance expenses for the department.

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

The 2025 Adopted Budget and 2025-2030 Adopted Capital Improvement Program includes annual LCLIP funding. The department would not be able to undertake these commitments without the dedicated LCLIP funding.

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

Not implementing this legislation would prevent SPR from spending available LCLIP funding to undertake the listed projects.

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

This legislation is not anticipated to impact any other department until funding reverts back to SDOT after ten years with SPR.

### 4. OTHER IMPLICATIONS

- a. **Is a public hearing required for this legislation?** No.
- b. **Is publication of notice with The Daily Journal of Commerce and/or The Seattle Times required for this legislation?** No.
- c. **Does this legislation affect a piece of property?** Yes, this legislation will affect property, as depicted in Summary Attachment B – Local Infrastructure Project Areas; Environmental Impact Statements, Determinations of Non-Significance, or other reports will be generated at time of project initiation, if required by law or other development code.

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

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

Many of the projects listed will add investment and infrastructure to areas used by historically disadvantaged communities and came from the results of our Racial Equity Toolkit (See Summary Attachment C).

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

It is attached as Summary Attachment C - Racial Equity Toolkit.

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

SPR utilizes several strategies to promote access to information in multiple languages and will apply them to varying degrees to projects included in the LCLIP funding plan. Examples include: placing relevant press releases or meeting events in Ethnic Media Outlets, standardizing translation procedures to better guide program staff, and creating a database of employees who speak languages other than English, among others.

**e. Climate Change Implications**

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

This legislation will not increase or decrease carbon emissions in a material way.

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

Certain projects proposed with this legislation may impact resiliency to climate change, such as the waterline project at Lake Union which will improve the water distribution system, various tree plantings to increase the tree canopy, and walkway improvements to encourage walkability.

- f. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals? N/A**

- g. Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization? No.**

## **5. ATTACHMENTS**

### **Summary Attachments:**

Summary Attachment A – Amended LCLIP Funding Plan Tracked Changes

Summary Attachment B – SPR Local Infrastructure Project Area

Summary Attachment C – Racial Equity Toolkit

# Landscape Conservation and Local Infrastructure Program Infrastructure Funding Plan For South Lake Union and Downtown

**June 13, 2013**  
**Amended ~~MMDDYYYY~~ June 25, 2025**

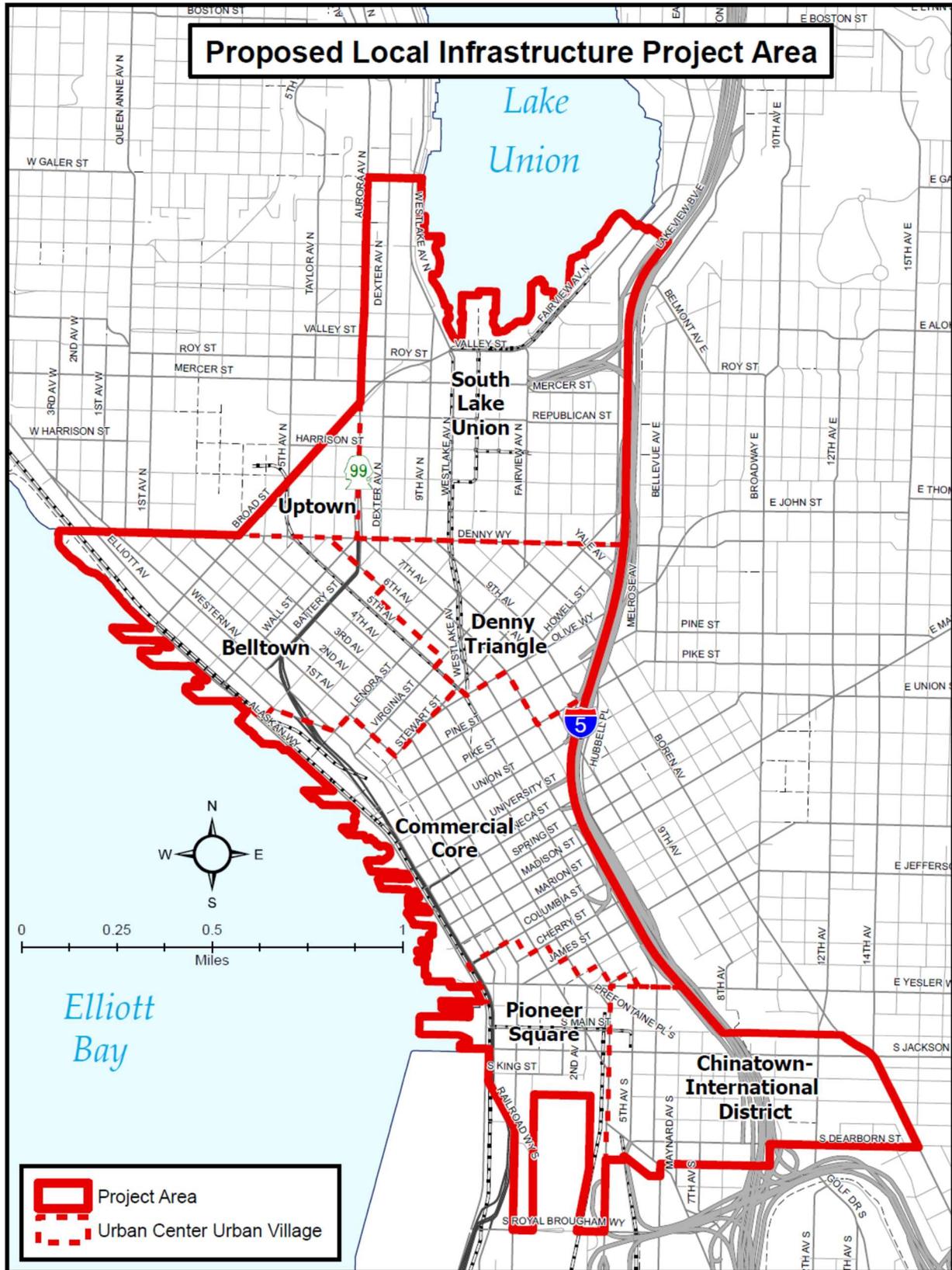
This plan outlines potential infrastructure investments that could be implemented through funding generated by the Landscape Conservation and Local Infrastructure Program (LCLIP) that is being proposed by the City of Seattle in cooperation with King County. While specific funding decisions will be made by the City based on the amount of funding available, project timing, opportunities to leverage outside funds, opportunities to leverage developer improvements, and other factors, this plan outlines the scope of potential items that could be funded through this program. Funding of any items not included in this plan through the LCLIP program would require modification of the plan by legislative action. All dollar amounts are in 2012 dollars.

## Background

The City of Seattle, in cooperation with King County, is proposing to implement the LCLIP program in the neighborhoods of South Lake Union and Downtown. The LCLIP program allows cities to receive a portion of future county property tax revenue for local infrastructure investments if they implement a program to obtain regional Transferable Development Rights (TDR). The City is proposing to meet the requirements for capturing TDRs through the incentive zoning program in South Lake Union and Downtown. The overall purpose of the Infrastructure Funding and Regional TDR Programs is to preserve farm and forest land by transferring development capacity from these lands to cities, and generate funds for local infrastructure projects in the communities where the additional development capacity is located.

The Regional TDR program would be implemented by requiring developers to earn extra floor area and height in part by purchasing and extinguishing development rights (also known as TDR credits) from regional farms and forests.

In exchange for implementing a Regional TDR Program through the City's incentive zoning program, the City would be entitled to receive 17.44% of property tax revenue from new development occurring in the Local Infrastructure Project Area (LIPA) for up to 25 years according to the standards of RCW 39.108. The boundary area of the proposed LIPA is shown below.



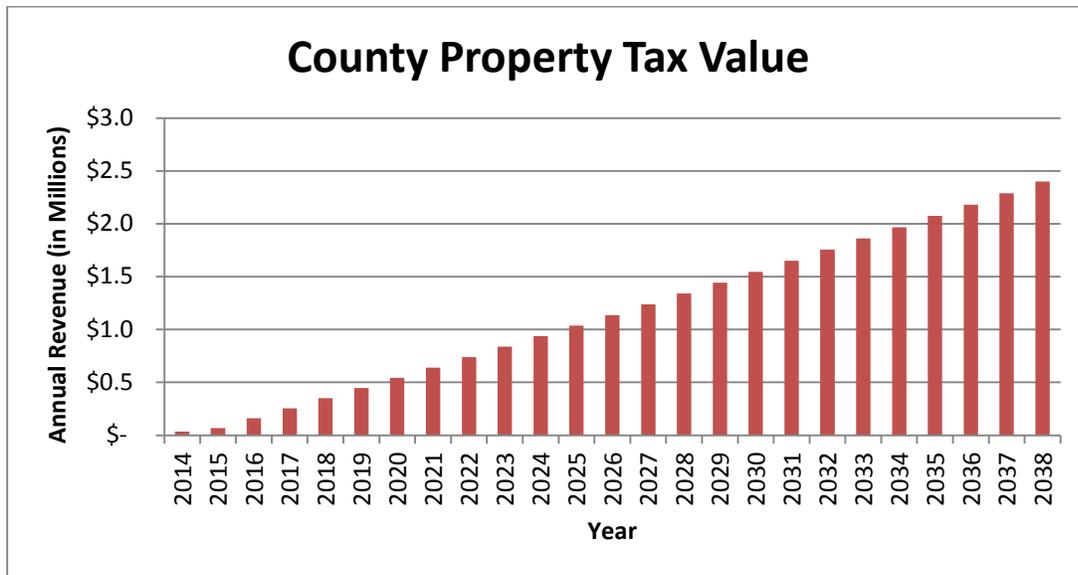
This funding would be contingent on meeting certain thresholds over time. The initial length of the program would be 10 years. The program would be extended to:

- 15 years if 400 credits are obtained within 9.5 years;
- 20 years if 600 credits are obtained within 14.5 years; or
- 25 years if 800 credits are obtained within 19.5 years.

King County would agree to consider each threshold met if, prior to each deadline, at least 70%-80% of the TDR credits necessary to meet the local property tax threshold had been obtained (the exact percentage varies by threshold) and the City requested in writing, that the threshold be considered met. If the option to extend to 25 years is used prior to obtaining 800 credits, the City would be required to continue the TDR program until 800 credits were obtained even if it required the TDR program to extend beyond 25 years.

**Anticipated Revenue**

It is anticipated that this program will result in \$27.5M in revenue from King County property taxes over 25 years. If an annual discount rate of 3% is used to account for the reduced value of having money in the future, these funds would be equivalent to \$15.7M in 2012 dollars. Below is an estimate of expected revenue by year.



**Funding Strategy**

Revenue generated from the LCLIP program will be spent on streetscape, recreational, and open space investments as described below and detailed in the “specific investments” section.

~~LCLIP Infrastructure Funding Plan for South Lake Union and Downtown~~

These funds would be split between projects in South Lake Union and Downtown based on the proportion of regional TDR generated in each area. It is estimated that this split will result in

about 60% of the funds or \$16.5M (\$9.4M in 2012 dollars) being allocated to South Lake Union projects and 40% of the funds or \$11.0M (\$6.3M in 2012 dollars) to Downtown projects.

Decisions about which projects to implement and when they will be implemented will be made by the City based on the amount of funding available, project timing, opportunities to leverage outside funds, opportunities to leverage developer improvements, and other factors. In order to streamline this process, the City is proposing to stage the projects such that the first 10 years of revenue would go toward streetscape and transportation projects managed by the Department of Transportation, the second 10 years of revenue would go to ~~park projects~~ **Open Space Investments** managed by the Department of Parks and Recreation, and the last 5 years again would go to streetscape projects managed by the Department of Transportation.

A chart summarizing the proposed staging and projects (with priority projects in **bold**) is shown below:

Revenue Years	Agency	Estimated Total Revenue (2012 Dollars)	Proposed Projects by Area	
			South Lake Union	Downtown
0-10 years	SDOT	\$2.9M	<ul style="list-style-type: none"> <li>• <b>Green Streets</b> (Thomas &amp; 8<sup>th</sup>)</li> <li>• Bike, Pedestrian, and Transit Improvements (Harrison &amp; Denny)</li> </ul>	<ul style="list-style-type: none"> <li>• <b>3<sup>rd</sup> Avenue Improvements</b> (Capital Projects &amp; Programs)</li> </ul>
11-20 years	Parks	\$7.8M	<ul style="list-style-type: none"> <li>• <del>Community Center</del> Park Improvements <del>and Acquisitions</del></li> </ul>	
21-25 years	SDOT	\$5.0M	<ul style="list-style-type: none"> <li>• Transportation Improvements – specific improvements to be determined later</li> </ul>	

In general, the City plans to spend money as it is received; however, opportunities to use bonding to implement projects prior to the receipt of funds will be considered on a project-by-project basis.

**Specific Investments**

The specific investments that are proposed to be funded in part through LCLIP are outlined on the following pages. It is anticipated that funds generated though LCLIP will be combined with funds from other sources to accomplish these projects.

## South Lake Union Streetscape Investment

### **Thomas Street Green Street (from Dexter Ave to Fairview Ave)**

<b>Proposed Improvements</b>	<b>Cost Estimate</b>
Implement “green street” improvements to support Thomas Street’s role as an important new east / west green street and public realm connection, linking the Cascade neighborhood through South Lake Union to the Seattle Center. The current proposal includes a two-way, two-lane configuration with on-street parking. Curb bulbs will be added where appropriate and the north sidewalk will be expanded to provide a green promenade. Pedestrian-scale lighting and streetscape improvements will be made throughout.	\$1,500,000

### **8<sup>th</sup> Avenue NE Green Street (from Mercer Street to John Street)**

<b>Proposed Improvements</b>	<b>Cost Estimate</b>
Create a pedestrian-oriented street from Mercer to John with an enhanced green street environment that could serve as a <i>woonerf</i> . The project will likely include widened sidewalks, new trees and plantings, new pedestrian lighting, and streetscape improvements.	\$2,500,000

### **Harrison Street Improvements (from Dexter Avenue to Fairview Avenue)**

<b>Proposed Improvements</b>	<b>Cost Estimate</b>
Rebuild or repair pavement between Dexter and Eastlake to allow potential transit use and provide a three-lane roadway section as necessary; repair, replace or enhance sidewalks and install curb bulbs as needed; improve planting areas, tree canopy and parking as possible; provide pedestrian lighting and streetscape improvements. Harrison will become the primary street for traveling east / west through South Lake Union between Mercer Street and Denny Street.	\$5,500,000

### **Denny Way Improvements (from Broad Street to Stewart Street)**

<b>Proposed Improvements</b>	<b>Cost Estimate</b>
Make spot improvements consistent with Denny Way Streetscape Concept Plan; improve pedestrian crossing conditions, enhance signalized intersections, replace sidewalk in poor condition, improve planting strips and provide street trees where needed; Improve roadway delineation in locations where two streets intersect Denny at a diagonal.	\$2,500,000

## Downtown Streetscape Investments

### Third Avenue Corridor Improvements

Proposed Improvements	Cost Estimate
This project makes multimodal improvements in the Third Avenue downtown corridor, a major travel corridor for pedestrians and transit vehicles. The project enhances the walking, biking and transit environment and improves safety for all travel modes. Improvements may include repair or enhancement of streets, improving sidewalks, upgrading or installing curb ramps, remarking crosswalks, and installing pedestrian countdown signals. It may also include pedestrian-scale lighting, bicycle facilities at select locations, high-capacity solar trash receptacles and wayfinding information. Transit will be made more attractive and convenient with improvements such as real-time transit information, transit maps and schedule information, improved weather protection, ticket vending machines or ORCA card readers.	\$40 to 70 million

## Open Space Investments

~~The priority investment for this portion of the plan is a North Downtown Community Center if the Department of Parks and Recreation finds at a future date that such an investment is justified given services areas, funding needs, and other issues.~~

### North Downtown Community Center

Proposed Improvements	Cost Estimate
<del>Develop a full service community center. No specific plans exist for this project; however, a 20,000 square foot, full service center, is the typical size for new centers. These centers can include a gym, multi-purpose rooms, and a kitchen, among other spaces. The cost estimate does not include land.</del>	<del>\$10,000,000</del>

### Enterprise Car Rental Lot Park Development

Proposed Improvements	Cost Estimate
<del>Pay for a portion of the construction of a park that is proposed for the current Enterprise lot at Lenora and Westlake. This work could include landscaping, paving, lighting, seating, signage, and related park improvements.</del>	<del>\$3,000,000</del>

### Bell Street Green Street Enhancement

Proposed Improvements	Cost Estimate
-----------------------	---------------

**LCLIP Infrastructure Funding Plan for South Lake Union and Downtown**

<del>Extends the Bell Street Green Street from 5<sup>th</sup> Avenue to 6<sup>th</sup> Avenue. This work would provide for enhancement of landscaping, hardscape, and related park features. The estimate is based on the current Bell Street costs of \$800,000 per block, plus an allocation for the enhancement work for the existing sections.</del>	<del>\$1,300,000</del>
--	------------------------

**Hing Hay Extension Park Development**

<b>Proposed Improvements</b>	<b>Cost Estimate</b>
<del>This project, which is west of the existing Hing Hay Park, will pay for a portion of demolition of the existing structure, site pavement and the construction of the new park. The improvements could include landscaping, paving, lighting, seating, signage, and related park improvements. There may also be renovation elements to the existing Park to ensure the two parts of the park are unified.</del>	<del>\$2,500,000</del>

**Central Waterfront Pier Redevelopment**

<b>Proposed Improvements</b>	<b>Cost Estimate</b>
<del>Make improvements to one of Parks' piers (58 or 62/63), potentially including pier reconstruction and/or stabilization, landscaping, lighting, seating, signage, and related park improvements. The cost estimate was based on Parks' 2013-2018 Asset Management Plan that was derived from a prior study for Pier 58 redevelopment.</del>	<del>\$3,000,000</del>

This funding plan outlines the scope of potential Open Space Investments that could be implemented through funding generated by the Landscape Conservation and Local Infrastructure Program ("LCLIP") that has been underway by the City of Seattle in cooperation with King County since 2013. This Open Space Investments funding plan in no way affects the proposed South Lake Union Streetscape Investment or the Downtown Streetscape Investments, both of which are under the purview of the Department of Transportation. Funding of any items through the LCLIP program not included in this plan would require modification of the plan by legislative action. The estimated \$7.8M that SPR would get in 2012 dollars (in the table above) is equivalent to \$14M in 2025 dollars.

Decisions about which projects to implement and when, will be made by the City based on the amount of funding available, project timing, opportunities to leverage outside funds, opportunities to leverage developer improvements, and other factors. The Open Space Investments project list below amends the Open Space Investments project list approved with the 2013 legislation (Ord. 124286). The projects initially proposed with that legislation have already been completed by the Department utilizing other sources of funding with the exception of a north downtown community center that has already been identified as part of a debt financing package within the Park District Financial Plan.

**Open Space Investments**

**Northwest Native Canoe Carving Center**

<b>Proposed Improvements</b>	<b>Cost Estimate</b>	<b>Year</b>
Improvements for a new timber framed structure with localized site modifications within the existing Lake Union Park.	\$550,000	2025-2026

--	--	--

**Prefontaine Plaza**

<b>Proposed Improvements</b>	<b>Cost Estimate</b>	<b>Year</b>
Improvements to restoring functionality at existing fountain and improving pathway safety at site.	\$400,000	2025-2026

**Lake Union Waterline Project**

<b>Proposed Improvements</b>	<b>Cost Estimate</b>	<b>Year</b>
Improvements for a new water distribution system needed within Lake Union Park.	\$4,500,000	<u>2026-2029</u>

**City Hall Park**

<b>Proposed Improvements</b>	<b>Cost Estimate</b>	<b>Year</b>
Site improvements at park to address user safety concerns, improved pedestrian circulation, and landscape plantings.	\$3,000,000	2030-2032

**South Lake Union Community Council SLU Parks Task Force Projects**

<b>Proposed Improvements</b>	<b>Cost Estimate</b>	<b>Year</b>
Projects identified in collaboration with community members from South Lake Union to provide expanded activation and infrastructure to Lake Union Park, Denny Park and Cascade Playground.	\$2,730,000	2026-2034

**Downtown District Community-led Projects**

<b>Proposed Improvements</b>	<b>Cost Estimate</b>	<b>Year</b>
Projects identified in parks in the Downtown District, in collaboration with community members from that district, to expand activation and infrastructure: Myrtle Edwards Park, Alaskan Way Boulevard, Belltown Cottage Park, Urban Triangle Park, Bell Street Park Boulevard, Westlake Square, McGraw Square, Victor Steinbrueck Park, Westlake Park, Freeway Park, Pioneer Square, Prefontaine Place, City Hall Park, Occidental Square, Pioneer Square, Union Station Square.	\$1,070,000	2026-2034

**Chinatown/International District Community-led Projects**

<b>Proposed Improvements</b>	<b>Cost Estimate</b>	<b>Year</b>
Projects identified in parks in the Chinatown/International District, in collaboration with community members from that district, to expand activation and infrastructure: Kobe Terrace, Hing Hay Park, Hoa Mai Park, Donnie Chin International Children’s Park, Beacon Place.	\$750,000	2030-2034

**Reserve**

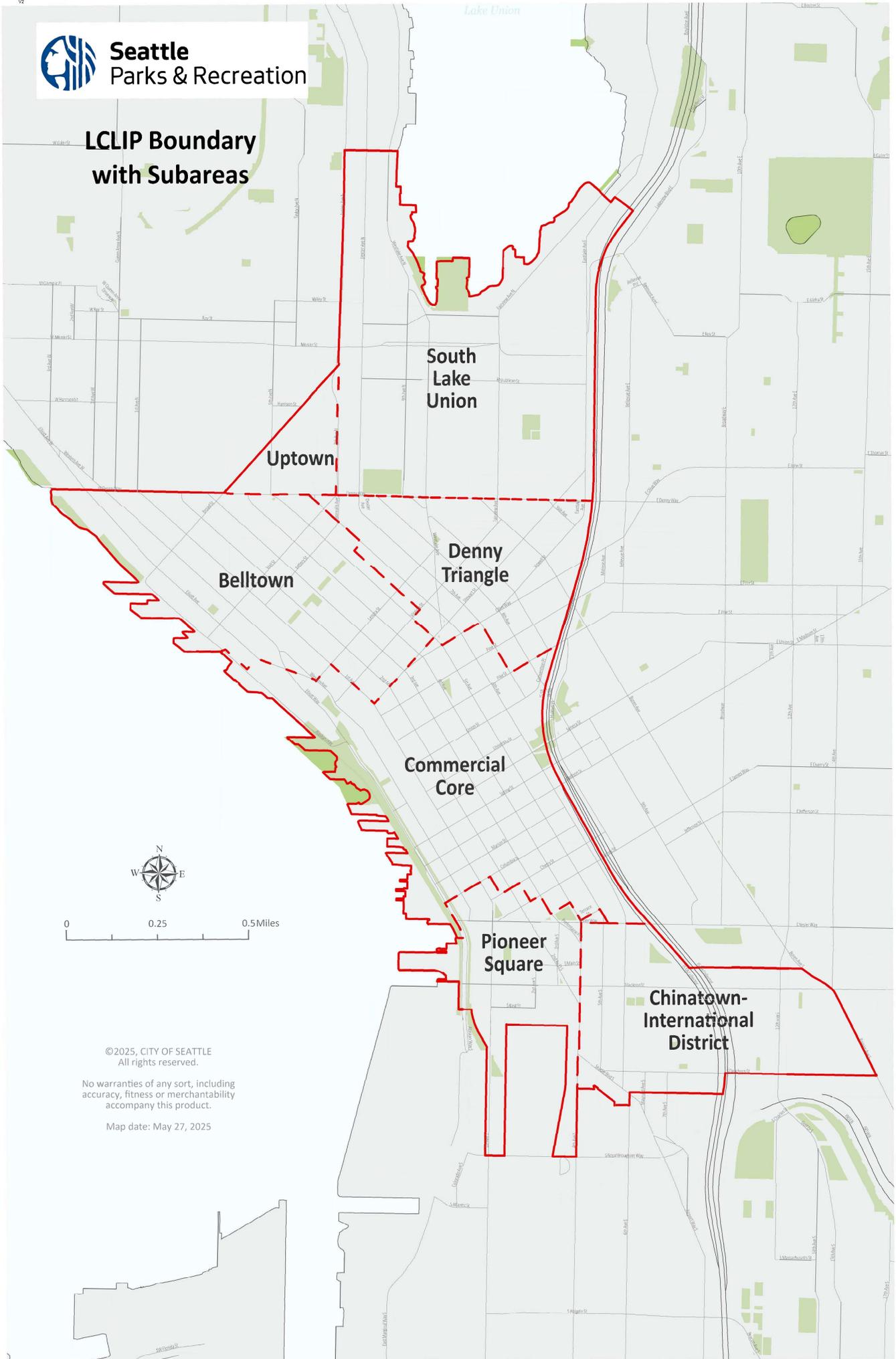
<b>Proposed Improvements</b>	<b>Cost Estimate</b>	<b>Year</b>
Set aside funds to address potential <del>de minimus</del> scope changes or cost increases.	\$1,000,000	2030-2034

**Total Open Space Investments: \$14,000,000**



**Seattle  
Parks & Recreation**

# LCLIP Boundary with Subareas



© 2025, CITY OF SEATTLE  
All rights reserved.

No warranties of any sort, including accuracy, fitness or merchantability accompany this product.

Map date: May 27, 2025

# Racial Equity Toolkit

## To Assess Policies, Initiatives, Programs, and Budget Issues

The vision of the Seattle Race and Social Justice Initiative is to eliminate racial inequity in the community. To do this requires ending [individual racism](#), [institutional racism](#) and [structural racism](#). The Racial Equity Toolkit lays out a process and a set of questions to guide the development, implementation and evaluation of policies, initiatives, programs, and budget issues to address the impacts on racial equity.

### When Do I Use This Toolkit?

**Early.** Apply the toolkit early for alignment with departmental racial equity goals and desired outcomes.

### How Do I Use This Toolkit?

**With Inclusion.** The analysis should be completed by people with different racial perspectives.

**Step by step.** The Racial Equity Analysis is made up of six steps from beginning to completion:



# Racial Equity Toolkit Assessment Worksheet

**Title of policy, initiative, program, budget issue:**

**Description:**

**Department:**

**Contact:**

- Policy    
  Initiative    
  Program    
  Budget Issue

## Step 1. Set outcomes.

**1a. What does your department define as the most important racially equitable community outcomes related to the issue?** *(Response should be completed by department leadership in consultation with RSJI Executive Sponsor, Change Team Leads, and Change Team.)*

**1b. Which racial equity opportunity area(s) will the issue primarily impact?**

- |  |   |
|--|---|
| <input type="checkbox"/> Education             | <input type="checkbox"/> Criminal Justice |
| <input type="checkbox"/> Community Development | <input type="checkbox"/> Jobs             |
| <input type="checkbox"/> Health                | <input type="checkbox"/> Housing          |
| <input type="checkbox"/> Environment           |   |

**1c. Are there impacts on:**

- |   |   |
|---|---|
| <input type="checkbox"/> Contracting Equity | <input type="checkbox"/> Immigrant and Refugee Access to Services |
| <input type="checkbox"/> Workforce Equity   | <input type="checkbox"/> Inclusive Outreach and Public Engagement |

Please describe:

## Step 2. Involve stakeholders. Analyze data.

**2a. Are there impacts on geographic areas?**  Yes  No

Check all neighborhoods that apply *(see map on p.5)*:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> All Seattle neighborhoods | <input type="checkbox"/> Lake Union       | <input type="checkbox"/> East District                 |
| <input type="checkbox"/> Ballard                   | <input type="checkbox"/> Southwest        | <input type="checkbox"/> King County (outside Seattle) |
| <input type="checkbox"/> North                     | <input type="checkbox"/> Southeast        | <input type="checkbox"/> Outside King County           |
| <input type="checkbox"/> NE                        | <input type="checkbox"/> Delridge         | Please describe:                                       |
| <input type="checkbox"/> Central                   | <input type="checkbox"/> Greater Duwamish |  |

**2b. What are the racial demographics of those living in the area or impacted by the issue?**

(See Stakeholder and Data Resources pages 5 and 6)

**2c. How have you involved community members and stakeholders?**

(See page 5 for questions to ask community/staff to ensure their concerns and expertise are part of analysis.)

**2d. What does data and your conversations with stakeholders tell you about existing racial inequities that influence people’s lives and should be taken into consideration?**

**2e. What are the root causes or factors creating these racial inequities?**

*Examples: Bias in process; Lack of access or barriers; Lack of racially inclusive engagement*

**Step 3. Determine benefit or burden.**

Given what you have learned from data and from stakeholder involvement...

**3. How will the policy, initiative, program, or budget issue increase or decrease racial equity? What are potential unintended consequences? What benefits may result? Are the impacts aligned with your department’s community outcomes that were defined in Step 1?**

**Step 4. Advance opportunity or minimize harm.**

**4. How will you address the impacts (including unintended consequences) on racial equity?**

- What strategies address immediate impacts?
- What strategies address root causes of inequity listed in Question 6?
- How will you partner with stakeholders for long-term positive change?
- If impacts are not aligned with desired community outcomes, how will you re-align your work?

Program Strategies

Policy Strategies

Partnership Strategies

## Step 5. Evaluate. Raise racial awareness. Be accountable.

**5a. How will you evaluate and be accountable?** How will you evaluate and report impacts on racial equity? What is your goal and timeline for eliminating racial inequity? How will you retain stakeholder participation and ensure internal and public accountability? How will you raise awareness about this issue?

**5b. What is unresolved?** What resources/partnerships do you still need to make changes?

## Step 6. Report back.

Share analysis and report responses from Question 5a and Question 5b with Department Leadership, Change Team Leads, and Change Team members involved in Step 1.

## Creating Effective Community Outcomes

**Outcome = the result that you seek to achieve through your actions.**

**Racially equitable community outcomes = the specific result you are seeking to achieve that advances racial equity in the community.**

When creating outcomes think about:

- What are the greatest opportunities for creating change in the next year?
- What strengths does the department have that it can build on?
- What challenges, if met, will help move the department closer to racial equity goals?

Keep in mind that the City is committed to creating racial equity in seven key opportunity areas: **Education, Community Development, Health, Criminal Justice, Jobs, Housing, and the Environment.**

**Examples of community outcomes that increase racial equity:**

OUTCOME	OPPORTUNITY AREA
Increase transit and pedestrian mobility options in communities of color.	Community Development
Decrease racial disparity in the unemployment rat.	Jobs
Ensure greater access to technology by communities of color.	Community Development, Education, Jobs
Improve access to community center programs for immigrants, refugees, and people of color.	Health, Community Development
Communities of color are represented in the City's outreach activities.	Education, Health, Jobs, Environment, Housing, Criminal Justice
The racial diversity of the Seattle community is reflected in the City's workforce.	Jobs
Access to City contracts for Minority Business Enterprises is increased.	Jobs
Decrease racial disparity in high school graduation rates.	Education

## Identifying Stakeholders + Listening to Communities of Color

### Identify Stakeholders

Find out who are the **stakeholders** most affected by, concerned with, or have experience relating to the policy, program or initiative? Identify racial demographics of neighborhood or those impacted by issue.

### Once you have identified your stakeholders ....

#### Involve them in the issue.

Describe how historically underrepresented community stakeholders can take a leadership role in this policy, program, initiative or budget issue.

#### Listen to the community. Ask:

1. What do we need to know about this issue? How will the policy, program, initiative or budget issue burden or benefit the community? (*concerns, facts, potential impacts*)
2. What factors produce or perpetuate racial inequity related to this issue?
3. What are ways to minimize any negative impacts (harm to communities of color, increased racial disparities, etc) that may result? What opportunities exist for increasing racial equity?



#### Tip: Gather Community Input Through...

- Community meetings
- Focus groups
- Consulting with City commissions and advisory boards
- Consulting with Change Team

#### Examples of what this step looks like in practice:

- A reduction of hours at a community center includes conversations with those who use the community center as well as staff who work there.
- Before implementing a new penalty fee, people from the demographic most represented in those fined are surveyed to learn the best ways to minimize negative impacts.

# Glossary

## [Go to top of worksheet](#)

**Accountable:** Responsive to the needs and concerns of those most impacted by the issues you are working on, particularly to communities of color and those historically underrepresented in the civic process.

**Community outcomes:** The specific result you are seeking to achieve that advances racial equity.

**Contracting equity:** Efforts to achieve equitable racial outcomes in the way the City spends resources, including goods and services, consultants and contracting.

**Immigrant and refugee access to services:** Government services and resources are easily available and understandable to all Seattle residents, including non-native English speakers. Full and active participation of immigrant and refugee communities exists in Seattle's civic, economic and cultural life.

**Inclusive outreach and public engagement:** Processes inclusive of people of diverse races, cultures, gender identities, sexual orientations and socio-economic status. Access to information, resources and civic processes so community members can effectively engage in the design and delivery of public services.

**Individual racism:** Pre-judgment, bias, stereotypes about an individual or group based on race. The impacts of racism on individuals including white people internalizing privilege and people of color internalizing oppression.

**Institutional racism:** Organizational programs, policies or procedures that work to the benefit of white people and to the detriment of people of color, usually unintentionally or inadvertently.

**Opportunity areas:** One of seven issue areas the City of Seattle is working on in partnership with the community to eliminate racial disparities and create racial equity. They include: Education, Health, Community Development, Criminal Justice, Jobs, Housing and the Environment.

**Racial equity:** When social, economic and political opportunities are not predicted based upon a person's race.

**Racial inequity:** When a person's race can predict their social, economic, and political opportunities and outcomes.

**Stakeholders:** Those impacted by proposed policy, program or budget issue who have potential concerns or issue expertise. Examples might include: specific racial/ethnic groups, other institutions like Seattle Housing Authority, schools, community-based organizations, Change Teams, City employees, unions, etc.

**Structural racism:** The interplay of policies, practices and programs of multiple institutions which leads to adverse outcomes and conditions for communities of color compared to white communities that occurs within the context of racialized historical and cultural conditions.

**Workforce equity:** Ensure the City's workforce diversity reflects the diversity of Seattle and can predict their social, economic and political opportunities and outcomes.

## [Go to top of worksheet](#)

Racial Equity Toolkit Assessment Worksheet – LCLIP

**Description:** The LCLIP was created to allow the city to receive funding for infrastructure investments from future property tax revenues in areas that are designated to receive regional transfer of development to protect designated farm and forest land in rural areas. The South Lake Union and Downtown area designated to receive this funding was chosen because of its appropriateness and capacity to carry the additional development. This program will provide 25 years of funding for infrastructure improvements to parks and open spaces within the designated area. When the program was approved in 2013, the City proposed to stage the projects such that the first the first 10 years of funding would go toward streetscape and transportation projects managed by the Department of Transportation, the second 10 years of revenue would go to park projects managed by the Department of Parks and Recreation, and the last 5 years again would go to streetscape projects managed by the Department of Transportation.

**Step 1. Set outcomes**

**1a. What does your department define as the most important racially equitable community outcomes related to the issue?**

The most important racially equitable community outcome is to ensure that systemic and historical racist practices and investment do not prevent participation of frontline community members in park and recreation programs, facilities, or assets funded by this program.

**1c. Impacts on Inclusive Outreach and Public Engagement**

The LCLIP dictates that all funding be used within a Local Infrastructure Project Area (LIPA). The residents, workers, and visitors in the LIPA have been and will continue to be a key resource in the development of the Open Space Investments project list for SPR properties within the LIPA. However, frontline communities (those most affected by racism, oppression, and colonization) in all areas of our city have experienced inequitable public investment, exclusion from participatory city processes, and disregard when it comes to decision-making. This disinvestment and disregard often result in these individuals and groups experiencing displacement and/or a loss of their neighborhood and cultural identity, especially in rapidly densifying and redeveloping neighborhoods like South Lake Union, Belltown, Downtown and the Chinatown-International District where open space opportunities are already limited. The LIPA's population is comprised of 30% Asian and 8% Black or African American residents (compared to 17% and 6% citywide). Our intent is to ensure that all engagement throughout the implementation of this program allocates resources to adequately support meaningful inclusion of members of these frontline

communities in decision-making with reliable and consistent communication within a transparent and tailored engagement process. If these efforts are not successfully undertaken, the systemic and historical racism governments have practiced in the past will be perpetuated and further deterioration will occur to the frontline community members’ and city’s overall quality of life.

**2b. What are the racial demographics of those living in the area or impacted by the issue?**

White alone	49.11%
Black or African American alone	8.09%
American Indian and Alaska Native alone	0.88%
Asian alone	30.24%
Native Hawaiian and Other Pacific Islander alone	0.26%
Some Other Race alone	2.87%
Population of two or more races:	8.56%
Population of three races:	0.79%
Population of four races:	0.10%
Population of five races:	0.01%
Population of six races:	0.00%
Hispanic or Latino (of any race)	2.34%

**2c. How have you involved community members and stakeholders?**

To date, SPR has used data from the racial and social equity map, the US Census, historical investment practices from our asset management system, and guidance from comprehensive planning efforts to establish a baseline for identifying frontline community groups for additional engagement. Additionally, SPR has also worked with colleagues at the Department of Neighborhoods and our community councils to identify established community advocacy groups, community leaders, and to understand barriers that have historically prohibited deeper engagement with frontline communities for park and open space development and programming. We have learned of priorities for community groups within the South Lake Union neighborhood as they were more formally established at the time planning began, however, we are currently working to establish connections with similar groups for the Downtown and Chinatown-International District neighborhoods. For future years, we will continue these efforts utilizing a neighborhood-led engagement

process that relies on both virtual and in-person tools that have been tailored to the language, cultural, and lived experience of residents.

**2d. What does data and your conversations with stakeholders tell you about existing racial inequities that influence people’s lives and should be taken into consideration?**

In denser areas of the city like the LIPA, residents have less access to open space both at home and within reasonable walking distance of their home. More residents live in high rise residential buildings as opposed to single-family neighborhoods with yards. Public spaces are generally limited to areas along the right-of-way designed to get people in and out of these areas quickly and efficiently, that do not reflect the more pedestrian-oriented lifestyles of residents. This lack of open space reduces the opportunities for residents to have more emotionally and physically healthy lifestyles. These conditions mean that the parks and opens spaces within this area receive more pressure and use than other areas of the city, resulting in higher maintenance needs and requirements for more multi-use areas to support the needs of the more diverse population. Limited space also means that certain uses are not feasible within the LIPA that can be provided elsewhere in the city.

**2e. What are the root causes or factors creating these racial inequities?**

Racial inequities in the provision of recreational facilities and assets originated from constraints on where in the city people could historically live in the first 70 years of the city’s history. It is documented that deeds for residential properties included deed covenants not allowing ownership by non-whites or even some religious groups (primarily Jewish). This was allowed nationwide until the federal Fair Housing Act of 1968 was enacted. For example, up until passage of this law, the only “open” neighborhoods for people of color were in the Central District and Chinatown-International District. It is not known how SPR provided services to these “open” neighborhoods during this period.

The effects of this multi-decade public disinvestment in “open” areas resulted in them being targeted for redevelopment. These areas were upzoned and grew exponentially with limited provisions for parks and open space to support the growing population. This growth also resulted in the displacement of existing residents contributing to a loss of representation/identity and strong cultural institutions. Those who remained were further marginalized. These issues have only very recently been openly and directly addressed by government practices.

**3. How will the policy, initiative, program, or budget issue increase or decrease racial equity?**

This program will help increase racial equity by utilizing the program’s funding for projects and work that are most important to frontline community members within the LIPA. Investments will need to be well-designed to allow for easier maintenance, meet multiple interest groups’ needs and desires, maximize usage, and support the emotional and physical well-being of the community. While this will not undo all the previous inequity, it will help create open spaces and assets that are more meaningful to user groups and comparable in quality to other areas of the city.

#### **4. Program Strategies:**

SPR will work to provide consistent maintenance of existing park assets and facilities and look to locate future open space investments in underserved areas based on the 2023 racial and social equity mapping. We will also use community partners and other City of Seattle colleagues to have a greater reach to underserved communities during public engagement opportunities.

#### **Policy Strategies:**

SPR will work to ensure inclusiveness in all public outreach events, planning, and development of future open space investments utilizing LCLIP funding.

#### **Partnership Strategies:**

SPR will work to help form various community workgroups or taskforces made up of individuals in the community that represent frontline community groups. These workgroups will help ensure more voices are heard during the planning phases of this work.

#### **5a. How will you evaluate and be accountable?**

Satisfaction surveys will be distributed during years 3, 6 and 10 of the program to help determine and guide the effectiveness of the outreach and work being undertaken. As such, SPR will seek to develop and review ways to identify the use of parks and open spaces in the LIPA by various racial and ethnic groups. This information will be useful for future planning for LCLIP and citywide projects. SPR will work to consistently collect demographic data of park users to help identify where gaps may exist and use this data to map future potential projects where racial inequalities or high percentage of people of color reside or work.

#### **5b. What is unresolved?**

SPR does not have the funding within this program or elsewhere in its budget to acquire additional park and open space land within the LIPA.



# City of Seattle

## **MEMORANDUM**

**Date:** June 23, 2025  
**To:** Seattle Parks, Public Utilities & Technology Committee  
**From:** Seattle Parks and Recreation  
**SUBJECT:** LCLIP Legislation at Parks, Public Utilities & Technology Committee

---

This year, funds from the Landscape Conservation and Local Infrastructure Program (LCLIP), created by Ordinance 124286, will go to the Seattle Parks Department (SPR), having previously gone to the Department of Transportation (SDOT) since the program's inception in 2013.

An amendment to the funding plan adopted for LCLIP is required to revise and adopt the project list and associated budget for the Open Space Investments to be developed in the Local Infrastructure Project Area (LIPA). Exhibit A of the LCLIP Infrastructure Funding Plan ("Plan") provides the boundaries for the LIPA. This amendment is needed because the original Open Space Investments referenced in Ordinance 124286 have been completed or been fully funded through other funding sources since the original adoption of this ordinance in 2013, with the exception of a north downtown community center has funding as part of a debt financing package within the Park District Cycle 2 Financial Plan.

SPR is proposing through this legislation an amended Plan that outlines the scope and associated costs for Open Space Investments that qualify for funding generated by LCLIP. These proposed Open Space Investments are based on community needs and direction identified through neighborhood specific community engagement and long-range comprehensive planning. More specifically:

- South Lake Union: Throughout 2024, SPR held monthly meetings with numerous community advocacy groups representing the South Lake Union neighborhood where we learned of priorities for these groups and residents to help form the proposed Open Space Investment list. These groups formed a task force and were already established at the time planning began for the LCLIP.
- Downtown: Additionally, significant community engagement over the previous 5 years working in conjunction with a downtown interdepartmental team formed during COVID established a clear mandate for an enhanced City Hall Park and Prefontaine Fountain to support downtown recovery.
- Chinatown-International District: In the second half of 2024, SPR and DON began collaboration on developing a similar task force for the Chinatown-International District neighborhood to inform a project list for this area in future years of the program. We will continue these efforts utilizing a neighborhood-led engagement process that relies on both virtual and in-person tools that have been tailored to the language, cultural, and lived experience of residents.

The budgets for these investments are based on cost estimates developed in 2024 and 2025. Implementation of the Open Space Investments will occur based on more detailed project-specific

scopes of work, the amount of funding available each year, opportunities to leverage outside funds, opportunities to leverage developer improvements, and other factors.

**LCLIP Background:**

In 2008, the City Council passed Resolution 31104 expressing its intent that additional height and floor area allowed through future rezones should only be allowed when a project provides public benefits through incentive zoning. Incentive zoning allows property owners to achieve an outright-permitted base height and floor area ratio (FAR), and to gain extra height or a higher FAR if they contribute public amenities in proportion to the amount of extra floor area gained. In some cases, there are also certain minimum requirements that must be met to use the incentive zoning program.

In 2011, the state legislature passed a bill that allows cities to create LCLIP programs to receive funding for infrastructure investments from future property tax revenues in areas that are designated to receive regional TDR. This program allows the City to capture a portion of the increased property tax resulting from the increased assessed value of new construction and use the tax revenue to fund local infrastructure projects. To access these funds, cities are required to create a market for regional TDR credits in order to protect farm and forest land through incentive zoning or other mechanisms. The overall purpose of the LCLIP program is to preserve farm and forest land by transferring development capacity from rural areas to cities and generate funds for local infrastructure projects in the communities where the additional development capacity is located.

After the LCLIP legislation was passed by the state, the City began analyzing the potential benefits of implementing this program. To assist in the effort, the former Seattle Department of Planning and Development (DPD) retained Heartland Consulting, BERK Consulting, and Forterra to create a fiscal model to understand how the program could be applied in multiple areas of the city. Based on model results and ongoing discussions, DPD developed a proposal for implementing LCLIP in South Lake Union, Downtown, and Chinatown/International District.

In 2013, the City Council passed a rezone for South Lake Union based on planning that had been ongoing since 2008. The proposal included LCLIP as part of the new incentive zoning program proposed to carry out the height and density recommendations. In addition, the South Lake Union rezone proposal modified the existing incentive zoning program for Downtown that was last updated in 2006 to include Downtown in the LCLIP program.

When the LCLIP was approved in 2013, the City staged implementation so that the first 10 years of revenue would go toward streetscape and transportation projects managed by SDOT, the second 10 years of revenue would go to open space projects managed by SPR, and the last 5 years again would go to streetscape projects managed by the Department of Transportation.

# Seattle Parks and Recreation

## Landscape Conservation and Local Infrastructure Program Funding Plan Amendment

City Council Parks, Public Utilities and Technology Committee

July 9, 2025



City of Seattle **44**

# LCLIP In Seattle

- 2013: City Council adopted [LCLIP funding plan](#) as part of an Interlocal Agreement (ILA) between Seattle and King County & [implemented incentive zoning program](#) in Local Infrastructure Project Area (LIPA)
- Program runs through 2038 (25 years)
  - SDOT received annual funding for the first 10 years
  - SPR receives annual funding for second 10 years
  - SDOT receives annual funding for remaining 5 years
- LCLIP funds have been appropriated into SPR's Adopted 2025-2030 CIP



# Today's legislation (CB 121008)

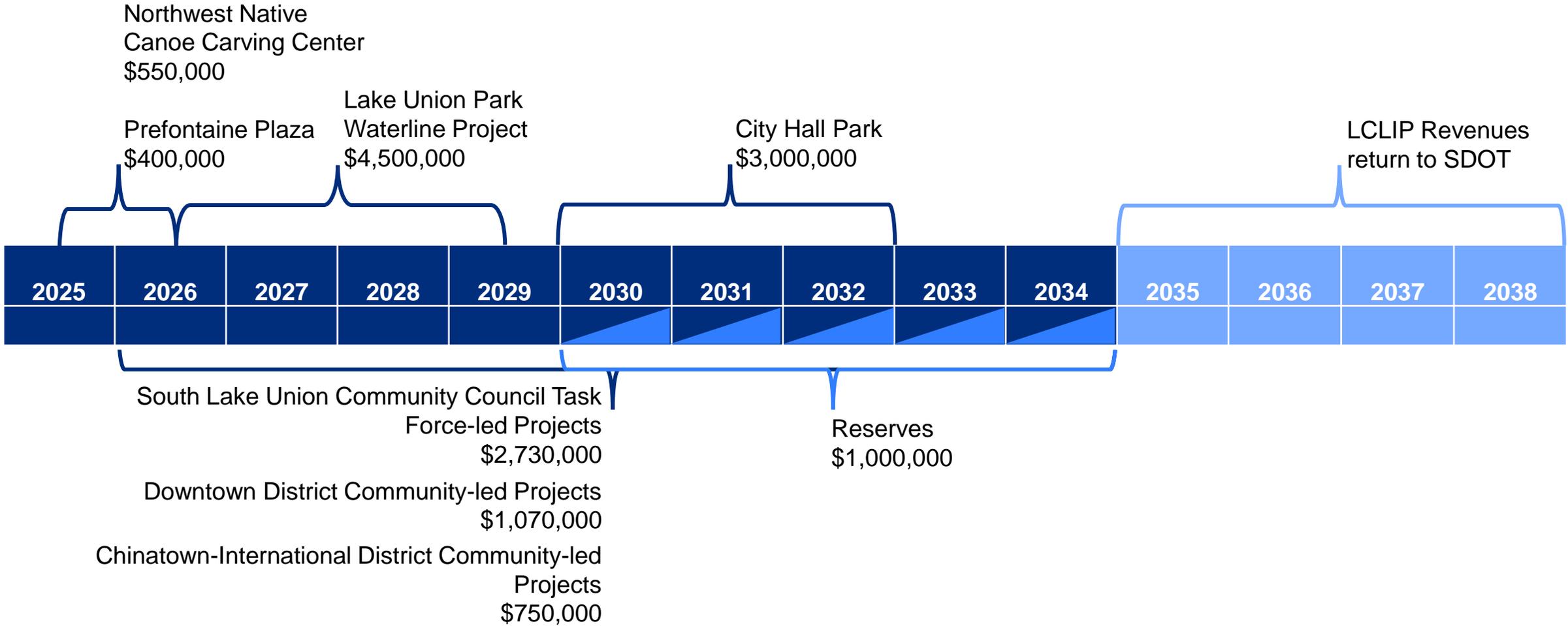
- Open Space Investments list from original funding plan are complete or fully funded from other fund sources.
- Council authority is required to amend plan and spend funding on a new list of Open Space Investment projects within the LIPA.

# Community Engagement

- Monthly meetings with SLU community advocates in 2024 to inform SLU Open Space Investments
- Quarterly meetings since 2020 with Downtown IDT prioritized City Hall Park & Prefontaine Plaza Fountain
- Similar approach with CID to develop list of Open Space Investments for future years



# Proposed Open Space Investments



# Questions?

---





Legislation Text

---

**File #:** CB 121014, **Version:** 1

---

**CITY OF SEATTLE**

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

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

AN ORDINANCE relating to Seattle Public Utilities; authorizing a direct sale of real property identified in King County records as parcel 162206-9049-04, a portion of Lake Youngs Aqueduct Right-of-Way in King County, Washington to Sherrell Development LLC, establishing the fair market value for said parcel; and authorizing the General Manager/CEO of Seattle Public Utilities to execute all documents and take other necessary actions to complete the sale of the property; designating the proceeds from the sale; and ratifying and confirming certain prior acts.

WHEREAS, pursuant to Ordinance 52768, The City of Seattle acquired certain properties, referred to as the Lake Youngs Aqueduct Right-of-Way (Properties); and

WHEREAS, Resolution 27707, adopted February 8, 1988, declared the Property acquired under Ordinance 52768 surplus to the City's needs and authorized its sale to abutting owners or others at fair market value; and

WHEREAS, one parcel of the acquired Property, described as King County parcel #162206-9049-04 at 23611 Maple Valley-Black Diamond Rd SE, King County WA, remains in City ownership; and

WHEREAS, an abutting landowner approached Seattle Public Utilities (SPU) on November 22, 2023, to purchase the Property; and

WHEREAS, SPU determined the Property is no longer needed for municipal water purposes, and declared it excess to its needs; and

WHEREAS, after negotiations, the abutting landowner and SPU agreed on terms and fair market value based on a professional appraisal; and

WHEREAS, the SPU General Manager/CEO recommends the sale and conveyance of the Property to the

abutting landowner; NOW, THEREFORE,

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

Section 1. Pursuant to RCW 35.94.040, the sale of the following described real property (the Property):

THAT PORTION OF THE 100-FOOT-WIDE CITY OF SEATTLE PIPELINE RIGHT-OF-WAY AS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 201476, PURSUANT TO ORDINANCE NO. 52768, IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE COLUMBIA AND PUGET SOUND RAILROAD COMPANY RIGHT-OF-WAY.

SITUATE IN THE CITY OF MAPLE VALLEY, COUNTY OF KING, STATE OF WASHINGTON.

to Sherrell Development, LLC, a Washington State Limited Liability Company (Sherrell), for a fair market value of \$44,625 and on other terms and conditions set forth in the agreement attached to this ordinance as Attachment 1, is authorized.

Section 2. Proceeds from the sale of the Property shall be deposited in the Water Fund.

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

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

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

\_\_\_\_\_

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

Approved / returned unsigned / vetoed this \_\_\_\_ day of \_\_\_\_\_, 2025.

---

Bruce A. Harrell, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

---

Scheereen Dedman, City Clerk

(Seal)

**Attachments:**

Attachment 1 - Purchase and Sale Agreement for property at 23611 Maple Valley-Black Diamond Rd. SE

**REAL ESTATE  
PURCHASE AND SALE AGREEMENT**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is effective as of November 22, 2023 (the "Effective Date") and entered into by and between THE CITY OF SEATTLE ("Seller"), and SHERRELL DEVELOPMENT, LLC, a Washington limited liability company ("Buyer").

1. **BUYER:** Buyer agrees to buy the Property (as defined below) from the Seller for the consideration and subject to the terms, provisions, and conditions of this Agreement. With prior written notice to Seller, Buyer shall have the right to assign this Agreement to an existing entity related to Buyer, or an entity to be formed which shall be owned by Buyer, having assets sufficient to complete the purchase, prior to or at closing, but Buyer shall remain liable for the full and faithful performance of this Agreement and shall not be released.
2. **SELLER:** Seller agrees to sell the Property to the Buyer for the consideration and subject to the terms, provisions, and conditions of this Agreement.
3. **PROPERTY:** The subject property is vacant real property located at 23611 Maple Valley-Black Diamond RD SE, King County, WA, tax parcel 162206-9049-04, legally described on attached Exhibit A, together with all improvements thereon and appurtenances thereto (the "Property"). Transfer of title to the Property to Buyer shall include all of Seller's right, title, and interest in and to all streets, alleys, roads, and avenues adjoining the Property, if any. The Property shall be conveyed to Buyer at Closing via a Bargain and Sale Deed, subject only to exceptions disclosed in the title insurance policy and approved by Buyer prior to expiration of the Due Diligence Period (as defined below).
4. **PURCHASE PRICE:** The purchase price for the Property shall be \$44,625.00 (the "Purchase Price"), to be paid in cash, electronic transfer, cashier's check, or bank money order at Closing (as defined below).
5. **CLOSING COSTS/PRORATIONS:**

5.1 Seller's Costs. At Closing, Seller shall pay (i) the State of Washington real estate excise taxes and all transfer taxes on the conveyance (unless an excise tax exemption is applicable to this transaction), (ii) Buyer's standard coverage owner's title insurance policy, (iii) one-half of the closing agent's closing-escrow fee and recording fees, and (iv) any real estate broker commissions related to this transaction owed by Seller per this Agreement, if any.

5.2 Buyer's Costs. At Closing, Buyer shall pay (i) one-half of the closing agent's escrow fees, (ii) standard usual and customary recording fees, (iii) a \$7,115.00 legislative and administrative fee to Seller, (iv) the cost of any extended title insurance policy or endorsements providing coverage in addition to the Seller provided standard title policy set forth above; and (v) any real estate broker commissions related to this transaction owed by Buyer per this Agreement, if any.

5.2(a). Upon mutual acceptance of the Purchase and Sale Agreement, Buyer shall pay a non-refundable \$7,115.00 legislative and administrative fee to Seller.

5.3 Taxes and Utilities. Real estate taxes and the current installments of both general and special assessments constituting liens on the Property for the then-current tax period shall be prorated between the Buyer and the Seller as of Closing. Any real estate taxes and installments of general or special assessments due and payable for any prior tax period, together with interest and penalties, if any, shall be paid on or before Closing by

  
Buyer's Initials  
10718912.3 - 358968 - 0018

1

  
Seller's Initials

the Seller. All utilities and deposits on account thereof shall be prorated or credited between the Buyer and the Seller as of Closing.

5.4 All other escrow and closing costs shall be borne and paid in accordance with the custom and practice prevailing as of Closing in King County, Washington.

6. **EARNEST MONEY:** Buyer shall, upon signed offer and acceptance of this Agreement, deposit \$4,462.50 dollars as earnest money ("Earnest Money") with Title Company (as defined below), which shall be held until Closing of the transaction or termination of this Agreement, and if this transaction closes then the Earnest Money shall be applied to the Purchase Price at Closing. Chicago Title Insurance company shall be the title insurance company and the escrow agent (collectively the "Title Company"). If Buyer fails or refuses to close the transaction per the terms of this Agreement, without legal cause, the Earnest Money shall be retained by Seller as liquidated damages and not as a penalty. The party holding the Earnest Money is dissolved from any responsibility to make payment to the Seller or Buyer unless the parties entered into a mutual release, or a Court issues an order for payment.
7. **CLOSING DATE/MEMO OF PURCHASE AGREEMENT:** Closing of this transaction and the transfer of the Property to Buyer ("Closing") shall take place at a mutually acceptable date that is on or before 60 days after approval by City of Seattle ordinance, but in no event later than December 31, 2025 (the "Closing Date") at Title Company's Seattle office. Buyer may, at its election and cost, record a "memo of purchase agreement" against the Property at any time prior to the Closing Date.
8. **TITLE:** Seller shall provide Buyer, at Seller's expense, with a standard ALTA owner's policy of title insurance in the amount of the purchase price issued by the Title Company, effective as of the date of closing. Seller shall provide Buyer a commitment to issue such a standard ALTA owner's policy of title insurance in the amount of the Purchase Price insuring marketable title vested in Buyer, including a real estate property tax status report, within ten (10) days after this Agreement is fully executed (the "Title Report"). Buyer shall have until the expiration of the Due Diligence Period to review and approve or disapprove the contents and encumbrances set forth in the Title Report. If Buyer objects to anything in the Title Report and provides written notice to Seller of such title objections, and if Seller fails to cure such objection(s) to Buyer's satisfaction prior to the expiration of the Due Diligence Period, Buyer may terminate this Agreement and receive a refund of the Earnest Money. If after expiration of the Due Diligence Period and prior to the Closing Date there is any change to the Property Title Report, such change shall be communicated in writing to Buyer and Buyer shall have ten (10) days after receipt of such information to review and approve or disapprove such new encumbrance(s) or matters. If Buyer disapproves of the new encumbrance(s)/matters, then Buyer may elect to terminate this Agreement and receive a refund of the Earnest Money. Under no circumstances shall the Seller be liable for nonperformance by reason of defective title except to cause the return of the Earnest Money.
9. **TAXES AND SPECIAL ASSESSMENTS.** Property taxes and special assessment shall be prorated to the Closing Date with Seller responsible for all such taxes and assessments incurred prior to the Closing Date, and Buyer responsible for all taxes and assessments incurred from the Closing Date forward.
10. **POSSESSION:** Buyer shall have possession of the Property on the Closing Date.

  
Buyer's Initials  
10718912.3 - 358968 - 0018

2

  
Seller's Initials

**11. OPERATIONS PRIOR TO CLOSING:** From the Effective Date until the Closing Date, Seller:

- a. Shall operate and maintain Property, and perform all routine maintenance in accordance with Seller's past practices with respect to Property.
- b. Is self-insured and shall remain liable with respect to damage or injury to persons or property occurring on Property.
- c. Shall continue to pay, or cause to be paid, all taxes, utilities, and other obligations due.
- d. Shall not initiate or consent to any material zoning reclassification of the Property or any material change to any approved site plan, special use permit, planned unit development approval or other land use entitlement affecting the Property without the Buyer's prior written consent, which may be granted or withheld at the Buyer's sole discretion.

**12. RISK OF LOSS.** Damage by fire or other casualty to the Property or any part of Property prior to Closing shall be the risk of Seller. If, between the Effective Date and the Closing Date, all or any part of the Property is damaged by fire or natural elements or other causes beyond Seller's control which cannot be repaired prior to the Closing Date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Buyer of such occurrence, and Buyer may terminate this Agreement by written notice to Seller within fifteen (15) business days after the date of damage or notice of taking. If Buyer exercises the right to terminate this Agreement, the Earnest Money shall be returned to Buyer and this Agreement shall be null and void. If Buyer does not elect to terminate this Agreement, there shall be no reduction of the Purchase Price and, at Closing, Seller shall assign to Buyer whatever rights Seller may have with respect to any insurance proceeds or eminent domain award.

**13. DUE DILIGENCE PERIOD:** Buyer's obligations under this Agreement are contingent upon a satisfactory inspection of the Property, at Buyer's expense, by an inspector of Buyer's choice, and Buyer's approval of the Title Report and all aspects of the Property no later than 5:00 p.m. PST thirty (30) days after the Effective Date (the "Due Diligence Period"). Buyer reserves the right to inspect, or have inspected, all aspects of the Property and its surroundings, which may include, but not be limited to: the zoning, use and occupancy laws and ordinances, as well as any other inspections to determine the condition of the Property and surrounding grounds. The Property shall be sold "as is" and "where is" with all faults and defects, including patent and latent defects, known and unknown, and will rely on Buyer's own investigation and not on any representations or warranties provided by Seller. If Buyer is not satisfied with the results of this inspection, prior to the expiration of the Due Diligence Period, Buyer shall provide a written report to Seller informing Seller of the inspection issues. Seller shall then have ten (10) business days in which to cure any stated defects found upon inspection. If Seller fails to cure such defects within said period, upon receipt of written notice delivered to Seller, then this Agreement shall be null and void and the Earnest Money shall be returned to Buyer.

Notwithstanding anything herein to the contrary, if Buyer, in its sole judgment, determines the subject Property is not in satisfactory condition, or, if for any other reason whatsoever wishes to terminate this Agreement, Buyer may, at its sole option, cancel this Agreement prior to the expiration of the Due Diligence Period or within three (3) days after expiration of Seller's cure period as set forth above by written notice to Seller, and the Earnest Money shall be refunded to Buyer and this Agreement shall be null and void and of no further force or effect.

  
Buyer's Initials  
10718912.3 - 358968 - 0018

  
Seller's Initials

Buyer shall indemnify, defend, and hold Seller harmless from and against any damages, costs, expenses or liabilities incurred by Seller as a result of Buyer's inspections as provided herein, unless such damages result from the gross negligence or willful misconduct of Seller, its employees, agents, assigns, or invitees. Buyer shall restore the Property to the condition that existed prior to Buyer's inspections.

In the event that Seller has not received from Buyer a written notice canceling the Agreement within the said periods specified herein, then the said conditions contained in this section shall be considered to have been satisfied and waived and both parties shall proceed to closing.

14. **NOTICE REGARDING HAZARDOUS WASTES OR SUBSTANCES AND UNDERGROUND STORAGE TANKS:** Although Seller will disclose any knowledge it actually possesses with respect to the existence of hazardous wastes or substances, or underground storage tanks on the Property, Seller has not made investigations or obtained reports regarding the existence or nonexistence of hazardous wastes or substances, or underground storage tanks on the Property. Seller has not made notice of the same, except as may be described in a separate written document signed by Seller. Seller makes no representations regarding the existence or nonexistence of hazardous wastes or substances, or underground storage tanks on the Property and Buyer should contact a professional, such as a civil engineer, geologist, industrial hygienist, or other persons with experience in these matters to advise them concerning the Property.
15. **FIRPTA:** The Seller and Buyer represent and warrant that they are not a "foreign person" or "foreign entity" as defined in the Foreign Investment in Real Property Tax Act (FIRPTA), IRC 1445 and shall execute any affidavits and/or statement that may be necessary to carry out the provisions of FIRPTA and regulations promulgated thereunder.
16. **DEFAULT BY BUYER:** In the event of the default by the Buyer of any terms herein, the Seller shall retain the Earnest Money as liquidated damages and not as a penalty as Seller's sole and exclusive remedy.
17. **DEFAULT BY SELLER:** In the event of a default by the Seller of any terms herein, the Buyer may, at Buyer's sole option, elect to enforce the terms hereof by specific performance, or receive an immediate refund of the entire Earnest Money in full termination of this Agreement.
18. **SELLERS DOCUMENTATION:** Seller has no documentation to share with Buyer.
19. **SELLERS REPRESENTATIONS AND WARRANTIES:** Seller represents and warrants to Buyer as follows:
  - a. Authority and Title - Seller is the owner of the Property and has the power and authority to enter into this Agreement.
  - b. Violations – To the best of Seller's actual knowledge, without duty to investigate, Seller is not aware of any pending violations of any law, ordinance or, regulation applicable to the Property or any failure of the Property to comply with the applicable zoning laws and regulations. Performance of the obligations of Seller will not violate any contract, indenture, statute, ordinance, judicial or administrative order, or judgment applicable to Seller or the Property.

  
Buyer's Initials  
10718912.3 - 358968 - 0018

  
Seller's Initials

- c. Litigation - To the best of Seller's actual knowledge, without duty to investigate, Seller is not aware of any pending or threatened lawsuits, actions or proceedings against Seller with respect to or against the Property. To the best of Seller's actual knowledge, without duty to investigate, Seller is not aware of any pending or threatened eminent domain, condemnation proceedings or other governmental taking of the Property or any part thereof.
  - d. Access - To the best of Seller's actual knowledge, without duty to investigate, Seller is not aware of any fact or condition which would result in the termination or impairment of access to the Property or the discontinuation of necessary utilities or services.
  - e. Service Contracts - To the best of Seller's actual knowledge, without duty to investigate, Seller is not a party to, and the Property is not subject to, any written or oral contracts with respect to the Property, which is not terminable effective upon no more than thirty (30) days' notice.
  - f. Seller's Liabilities and Obligations - Seller has paid or will in the normal course of its business pay in full all bills and invoices for labor and material of any kind relating to the Property, for the period prior to closing.
  - g. Taxes - Seller has received no notice and has no knowledge of any planned or commenced public improvements which may result in special assessments.
  - h. Seller has not contracted for the furnishing of labor and/or materials to the Property which will not be paid for in full prior to the Closing Date, and if any claim is made by any party for the payment of any amount due for the furnishing of labor and/or materials to the Property or Seller prior to the Closing Date and a lien is filed against the Property as a result of furnishing such labor and/or materials, Seller shall immediately pay the said claim and discharge the lien.
- 
- i. To the best of Seller's actual knowledge, without duty to investigate:
    - (i) The Real Property has not been used to handle, treat, store, or dispose of any toxic, hazardous chemical waste, substances or contaminants, and no toxic, hazardous or chemical waste, substances or contaminants have been released into or deposited upon or below the surface of the Real Property or into any water systems on or below the surface of the Real Property.
    - (ii) There are no underground tanks located in or under the Real Property.
    - (iii) There are no claimed, threatened or, alleged violations with respect to any federal, state, or local environmental law, rule, regulation, ordinance, permit, license authorization, or common law which have existed or now exist on the Real Property.
  - j. To the best of Seller's actual knowledge, without duty to investigate, there are no latent defects that may exist on the Real Property.
  - k. Seller represents that there are no service, maintenance, supply, or management contracts that will extend past the date that Buyer takes possession of Property, except as may be disclosed to Buyer prior to the Closing Date or as allowed under the Lease.
  - l. Seller shall, in writing, reaffirm all of the foregoing representations as of closing, and there shall be no material change therein as of that date.
  - m. The person signing this Agreement is the lawful agent of the Seller and has full power and authority to enter into this Agreement and bind the Seller.

  
Buyer's Initials  
10718912.3 - 358968 - 0018

  
Seller's Initials

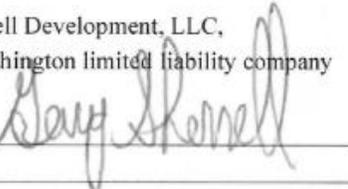
- 20. BUYERS REPRESENTATIONS AND WARRANTIES:** Buyer represents and warrants to Seller as follows:
- a. Buyer has sufficient financial ability to close this transaction and shall not use its right to assign this Agreement to impair Buyer's financial ability to close.
  - b. The performance of obligations of Buyer under this Agreement will not violate any contract, indenture, statute, ordinance, judicial, or administrative order or judgment applicable to Buyer.
  - c. There is no litigation or proceeding, or to Buyer's knowledge threatened against or involving Buyer, and Buyer does not know or have reason to know of any ground for any such litigation or proceeding which could have an adverse impact on Seller or Seller's interest under this Agreement.
  - d. In entering into this Agreement, Buyer has not relied upon any written or verbal representations made by Seller or any representative of Seller including any real estate agent, regarding the Property or any aspect of this transaction, which are not expressly set forth in this Agreement.
- 21. ENVIRONMENTAL:** During the Due Diligence Period, Buyer, at its sole cost and expense, shall have the right to order a Phase I Environmental Survey. In the event the results or findings of the Phase I survey are inadequate due to an environmental issue, the Buyer, at its sole option may notify the Seller in writing within five (5) business days of Buyer's receipt of the Environmental Survey of Buyer's intention to terminate this Agreement, which time may occur after the expiration of the Due Diligence Period. If this Agreement is terminated as set forth above, the Buyer shall receive a full and prompt refund of the Earnest Money.
- 22. AGREEMENT SURVIVES CLOSING:** The terms, conditions, warranties, and obligations contained herein shall survive the Closing, shall not merge with the recording of the deed, and this Agreement shall become part of the closing documents.
- 23. NOTICES TO PARTIES:** Any notices, including legal notices under this Agreement, to the parties under this Agreement may be delivered by email or regular mail (unless otherwise specified herein) to the addresses set forth below.
- 24. BINDING AUTHORITY:** The covenants herein shall bind and insure to the benefit of the executors, administrators, personal representatives, successors, and assigns of the respective parties. The undersigned warrant that the corporations have authorized this Agreement or, if unincorporated, that they have the authority to act for all parties.
- 25. GOVERNING LAW:** This contract shall be governed by the laws of the State of Washington, with venue in King County.
- 26. REAL ESTATE COMMISSIONS:** Seller is responsible to pay any real estate commissions at Closing for any real estate agent/broker hired by Seller. Buyer is responsible to pay any real estate commissions at Closing for any real estate agent/broker hired by Buyer.
- 27. ATTORNEY CONSULTATION:** The parties shall rely solely upon the advice of their own counsel as to the legal and tax consequences of this Agreement.

  
\_\_\_\_\_  
Buyer's Initials  
10718912.3 - 358968 - 0018

  
\_\_\_\_\_  
Seller's Initials

28. **SELLER CONTINGENCY:** Seller's obligations under this Agreement are subject to and contingent upon Seller obtaining City of Seattle Council approval to sell the Property to Buyer per the terms and conditions of this Agreement. In the event the City Council does not approve the sale of this Property, the Agreement is terminated, and the Buyer will receive an immediate refund of the entire Earnest Money but not the nonrefundable legislative and administrative fee.
29. **REAL PROPERTY DISCLOSURE-FORM 17.** Within three (3) days of the Effective Date, Seller shall provide Buyer with the Seller Disclosure Statement (Form 17) per RCW 64.06 regarding real property.

**IN WITNESS WHEREOF,** Seller and Buyer have executed this Agreement as of the Effective Date first written above.

SELLER	BUYER
City of Seattle  By:  Andrew Lee Its: General Manager and CEO of Seattle Public Utilities	Sherrell Development, LLC, a Washington limited liability company  By:  Its: Manager
Address: Seattle Public Utilities-RPS_ PO Box 34018 Seattle WA 98124-4018 Email: <u>Andrew.Lee@Seattle.gov</u>	Address: <u>22005 234<sup>TH</sup> AVE SE</u> <u>MAPLE VALLEY WA 98038</u> Email: <u>GARY@DCS.HQ.COM</u>

  
Buyer's Initials  
10718912.3 - 358968 - 0018

  
Seller's Initials

EXHIBIT A

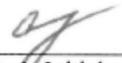
Legal Description of the Property

THAT PORTION OF THE 100-FOOT-WIDE CITY OF SEATTLE PIPELINE RIGHT-OF-WAY AS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 201476, PURSUANT TO ORDINANCE NO. 52768, IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE COLUMBIA AND PUGET SOUND RAILROAD COMPANY RIGHT-OF-WAY.

SITUATE IN THE CITY OF MAPLE VALLEY, COUNTY OF KING, STATE OF WASHINGTON.

---

  
Buyer's Initials  
10718912.3 - 358968 - 0018

  
Seller's Initials

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Andrew Lee is the person who appeared before me, and said person acknowledged that he signed this instrument, and acknowledged it as the General Manager and CEO of Seattle Public Utilities of City of Seattle to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.



DATED: April 16, 2024

NAME: SHAIDA ADATIA  
(Print Name)

Notary Public in and for the State of Washington  
Commission Expires: 3/09/2026

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Gary Sherrell is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument as the Manager on behalf of SHERRELL DEVELOPMENT, LLC, a Washington limited liability company, pursuant to the provisions of the Limited Liability Company Agreement of said company, and acknowledged it to be the free and voluntary act of said company for the uses and purposes mentioned in the instrument.



DATED: 11/22/2023

NAME: Deborah Jean Pangburn  
(Print Name)

Notary Public in and for the State of Washington  
Commission Expires: 12/01/2026

ll  
Buyer's Initials  
10718912.3 - 358968 - 0018

[Signature]  
Seller's Initials

**SUMMARY and FISCAL NOTE**

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Seattle Public Utilities	Bob Gambill	Akshay Iyengar

**1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to the Seattle Public Utilities; authorizing a direct sale of real property identified in King County records as parcel 162206-9049-04, a portion of Lake Youngs Aqueduct Right-of-Way in King County, Washington to Sherrell Development LLC, establishing the fair market value for said parcel; and authorizing the General Manager/CEO of Seattle Public Utilities to execute all documents and take other necessary actions to complete the sale of the property; designating the proceeds from the sale; and ratifying and confirming certain prior acts.

**Summary and Background of the Legislation:**

This legislation authorizes the sale of the last remaining parcel of land acquired in 1928, by Ordinance 52768, which authorized the acquisition of land for the proposed building of a Water Supply Line from the Cedar River at Landsburg to Lake Youngs. The project to build the proposed supply line, referred to as the Lake Youngs Aqueduct Pipeline, was subsequently abandoned. Resolution No. 27707, adopted February 8, 1988, declared the Lake Youngs Aqueduct Right-of-Way surplus to the City’s needs and authorized its sale to abutting owners or others at fair market value. Since that time, all but one of the Lake Young Aqueduct properties were sold. In 2023 an abutting landowner approached SPU to purchase the parcel. After negotiations, the parties agreed on terms and fair market value based on professional appraisal.

**2. CAPITAL IMPROVEMENT PROGRAM**

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

**3. SUMMARY OF FINANCIAL IMPLICATIONS**

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

<b>Expenditure Change (\$);</b>	<b>2025</b>	<b>2026 est.</b>	<b>2027 est.</b>	<b>2028 est.</b>	<b>2029 est.</b>
<b>General Fund</b>	<b>0</b>				
<b>Expenditure Change (\$);</b>	<b>2025</b>	<b>2026 est.</b>	<b>2027 est.</b>	<b>2028 est.</b>	<b>2029 est.</b>
<b>Other Funds</b>	<b>0</b>				
<b>Revenue Change (\$);</b>	<b>2025</b>	<b>2026 est.</b>	<b>2027 est.</b>	<b>2028 est.</b>	<b>2029 est.</b>
<b>General Fund</b>					
<b>Revenue Change (\$);</b>	<b>2025</b>	<b>2026 est.</b>	<b>2027 est.</b>	<b>2028 est.</b>	<b>2029 est.</b>
<b>Other Funds</b>	<b>\$44,625</b>				

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

**3.a. Appropriations**

This legislation adds, changes, or deletes appropriations.

**3.b. Revenues/Reimbursements**

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

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

Fund Name and Number	Dept	Revenue Source	2025 Revenue	2026 Estimated Revenue
43000 Water	SPU	395010 - Sales Of Land & Buildings	\$44,625	
<b>TOTAL</b>				

**3.c. Positions**

This legislation adds, changes, or deletes positions.

**3.d. Other Impacts**

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

No

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

**Please describe any financial costs or other impacts of *not* implementing the legislation. Foregoing implementation of this legislation would result in ongoing costs and risks to SPU associated with the ownership and management of this property.**

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

- a. Is a public hearing required for this legislation?** No. RCW 35.94.040 provides whenever a city determines lands, property, or equipment acquired for public utility purposes is surplus to its needs and is not required for continued public utility service, and has an estimated value of more than \$50,000, then it must hold a public hearing before selling the lands, property, or equipment. The property subject to this legislation has an estimated value less than \$50,000.
- b. Is publication of notice with The Daily Journal of Commerce and/or The Seattle Times required for this legislation?** No
- c. Does this legislation affect a piece of property?** Yes
- d. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.**
- i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**  
The sale of this surplus property will have no impact on vulnerable or historically disadvantaged communities.
  - ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**  
N/A
  - iii. What is the Language Access Plan for any communications to the public?**  
No direct additional public communication is anticipated.
- e. Climate Change Implications**

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

The sale of this surplus parcel of land should not have any material impacts on carbon emissions. No studies of materials were used to make this determination.

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

The sale of this surplus parcel of land should not have any material impacts on Seattle’s resiliency or ability to adapt to climate change.

- f. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program’s desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?**

No new initiatives or major programmatic expansion is proposed.

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

No

## 5. ATTACHMENTS

### Summary Attachments:

Exhibit A – Regional Location Map

Exhibit B – Community Location Map

Exhibit C – Site Map

Exhibit A: Regional Location Map

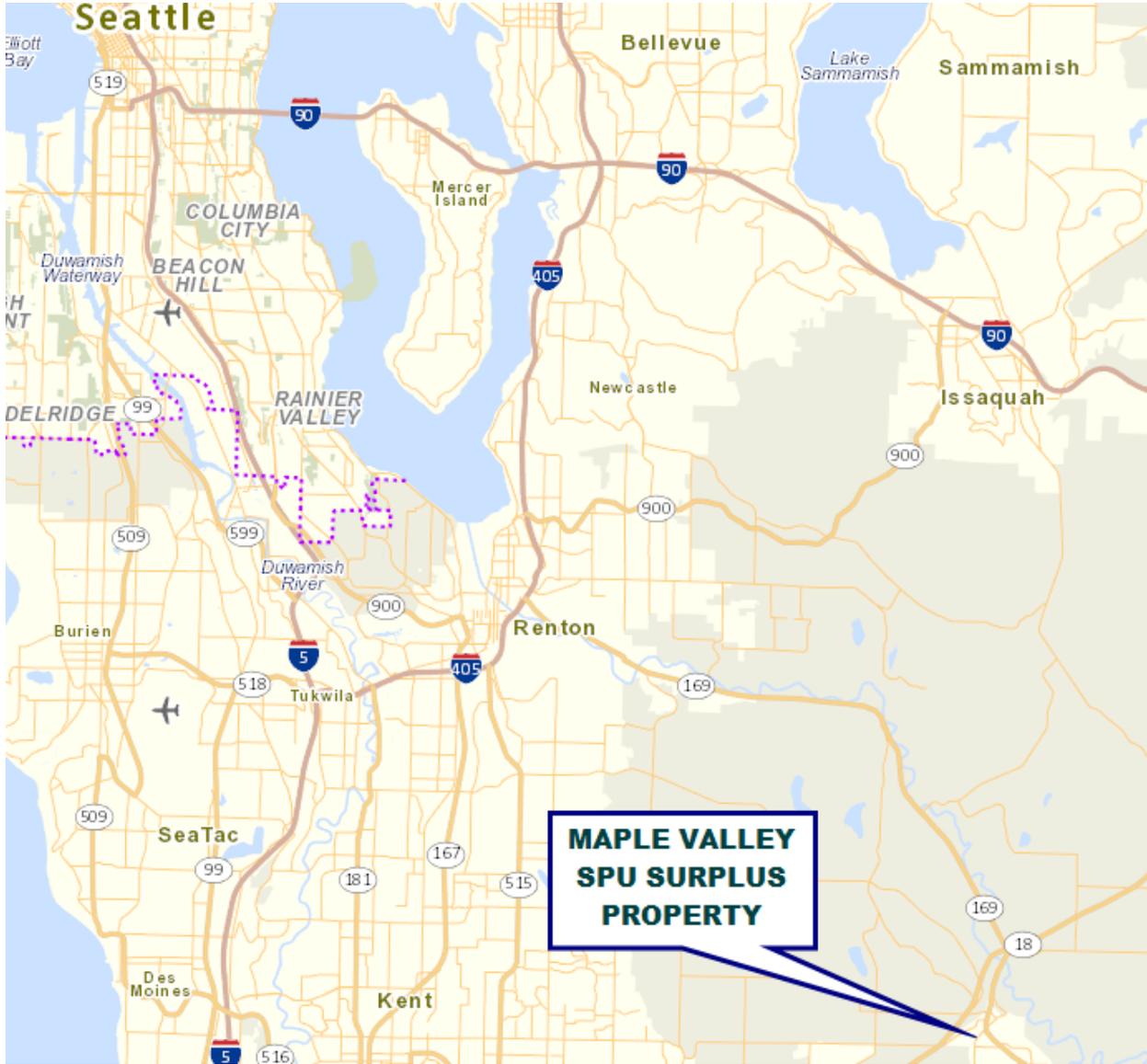
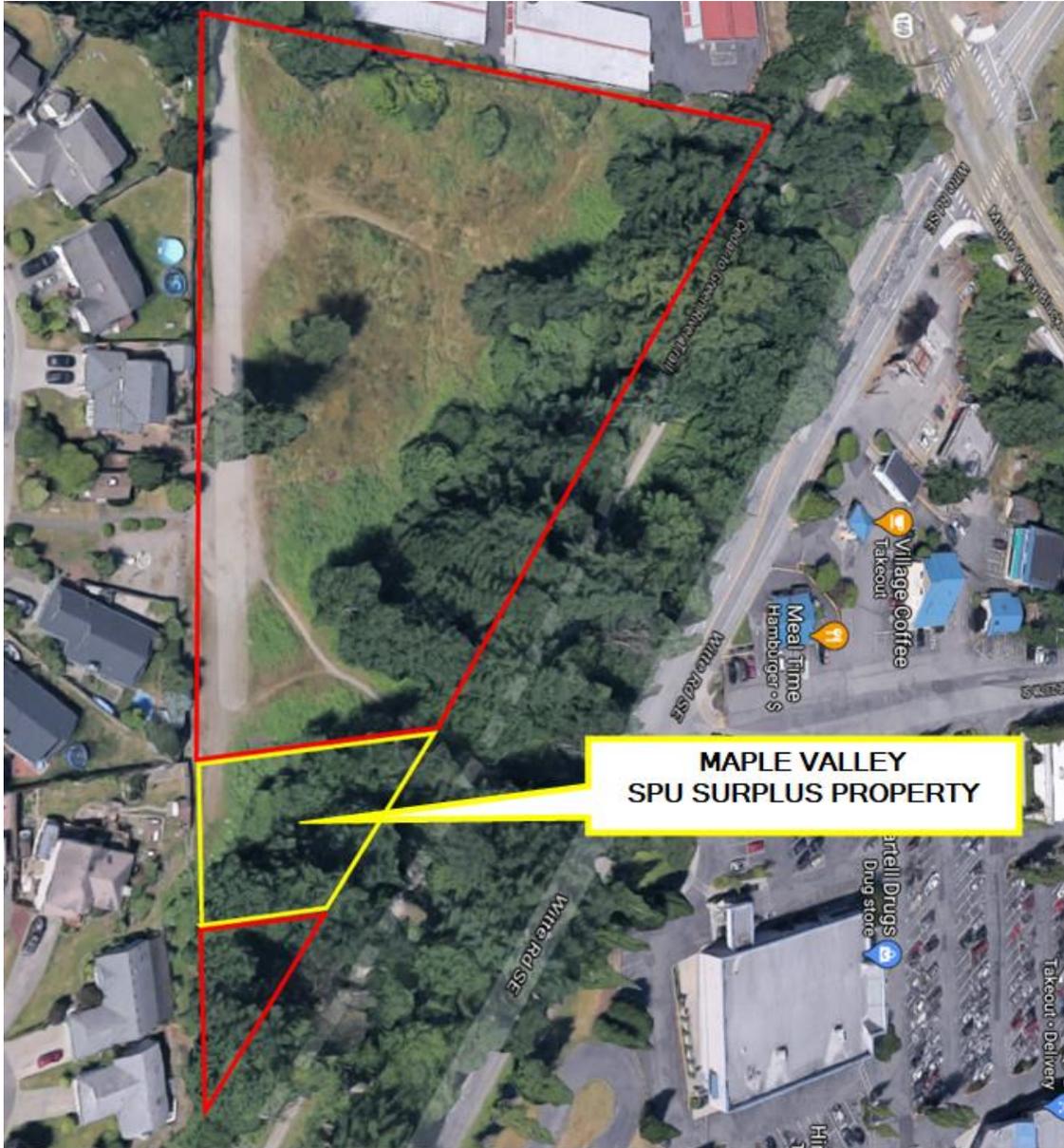


Exhibit B: Community Location Map



Exhibit C: Site Map



# Seattle Public Utilities Surplus Property Sale

Seattle City Council  
Parks, Public Utilities & Technology Committee  
July 9, 2025

Lake Youngs Aqueduct Parcel Sale  
Maple Valley, WA



# Purpose of Legislation

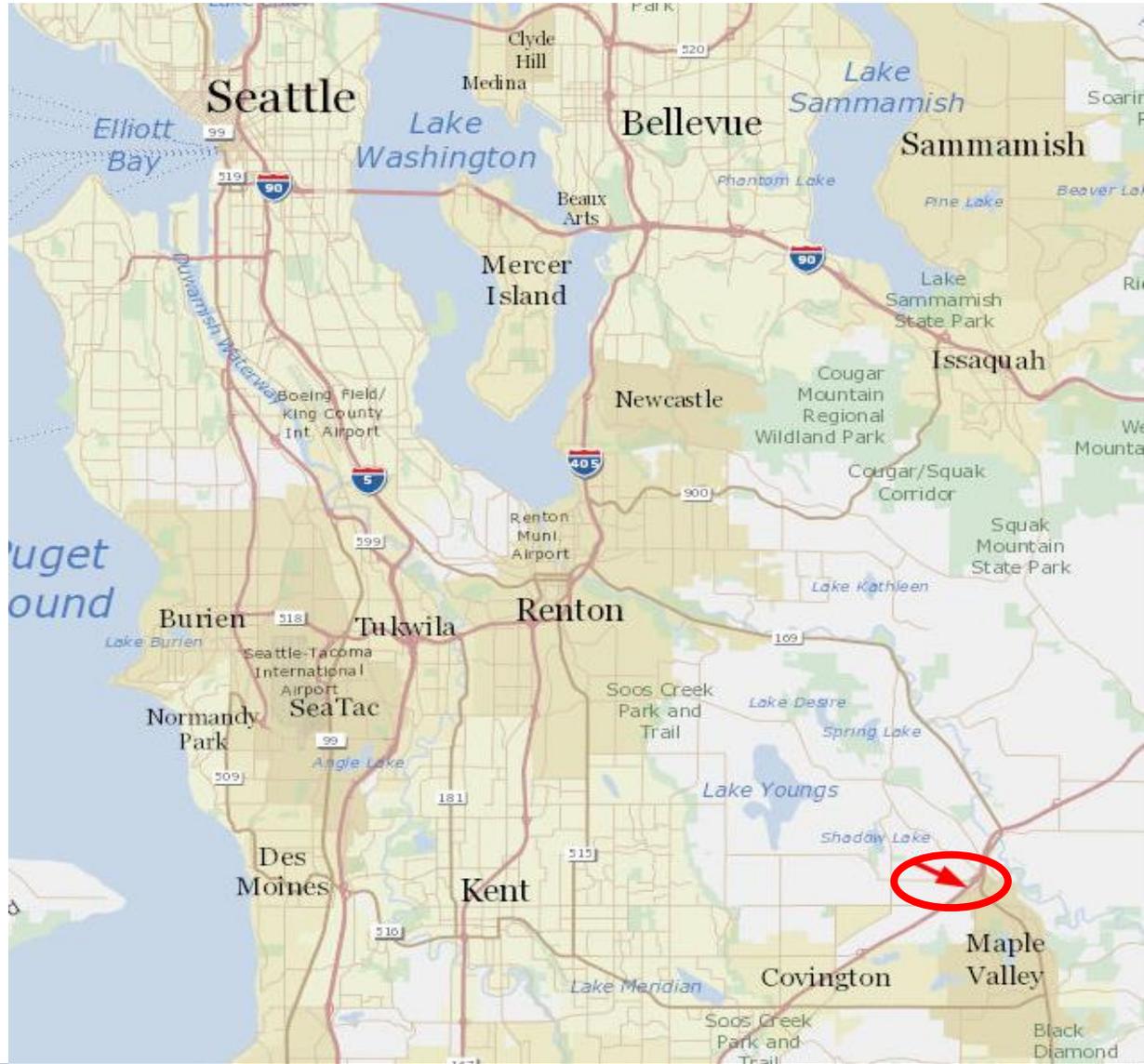
This legislation authorizes *Seattle Public Utilities* to sell a parcel of land located in the *City of Maple Valley* that is surplus to the *City of Seattle* and SPU

Property Address

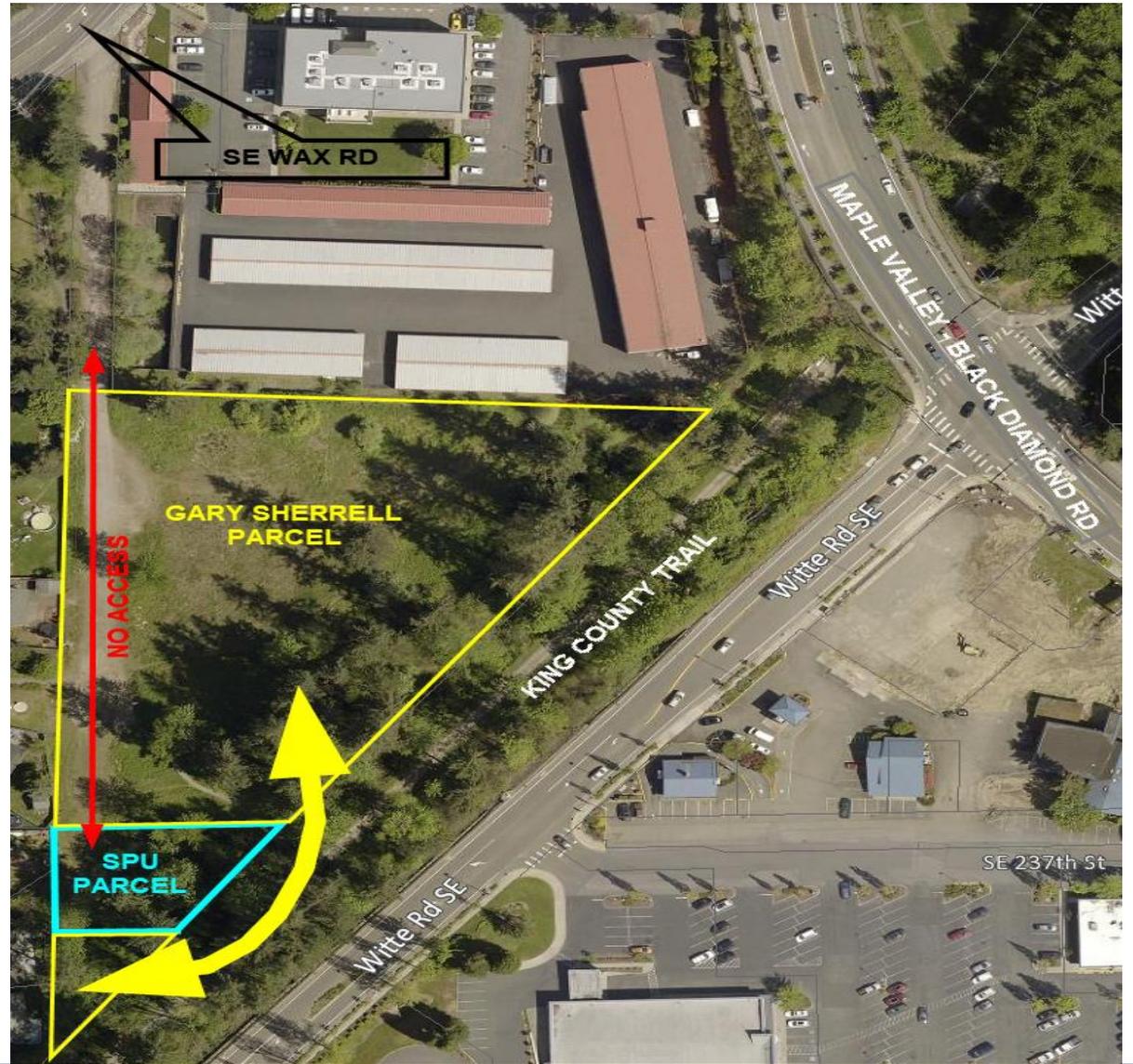
Lake Youngs Aqueduct

23611 Maple-Valley Black Diamond Road

# Regional Location



# SITE LOCATION 23611 Maple-Valley Black Diamond Road



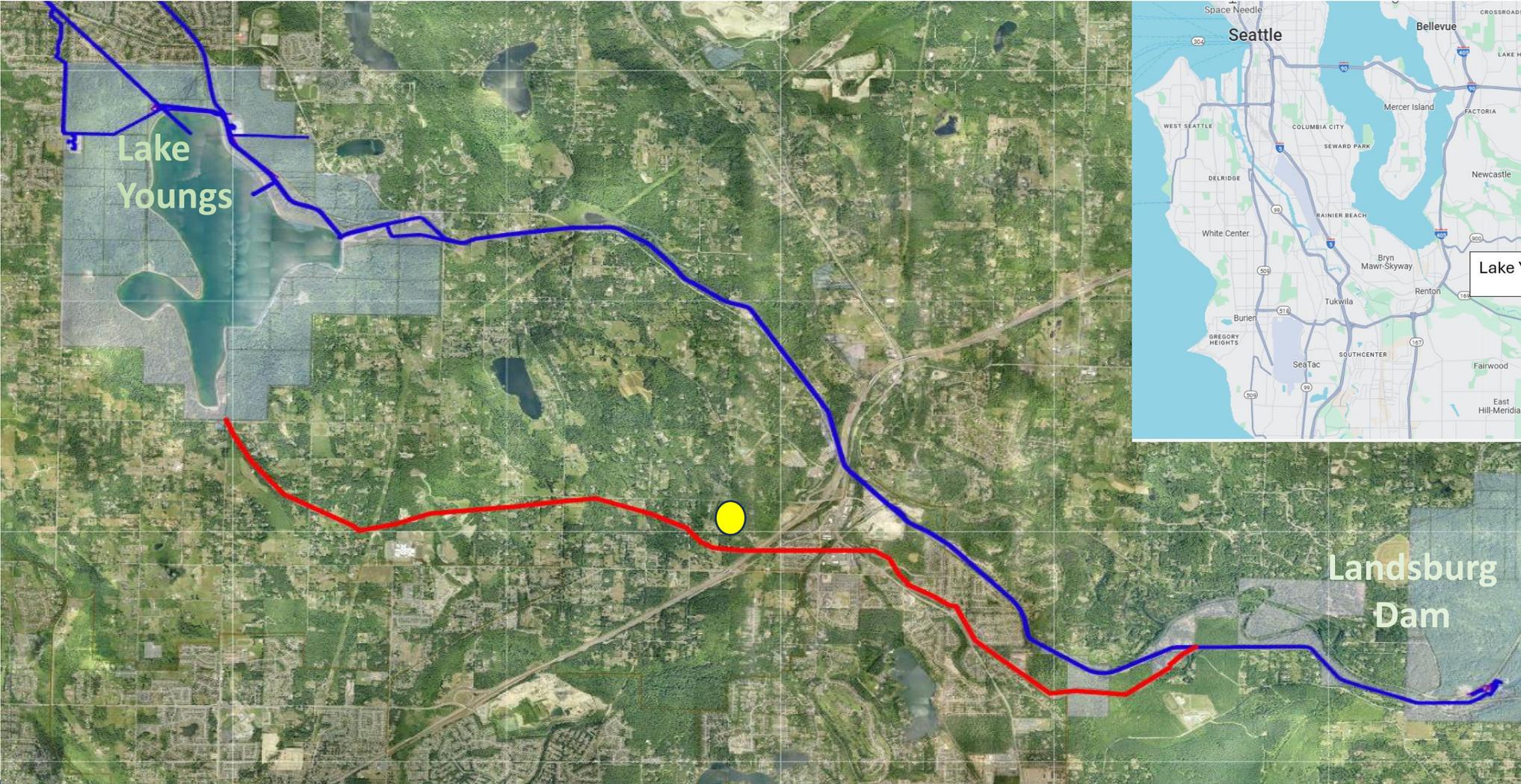
# BACKGROUND

- **City in 1927 approved legislation authorizing property acquisition of right of way for Lake Youngs Aqueduct between the Landsburg Dam and Lake Youngs.**
- **Decades later, the City determined the aqueduct was not needed, and the right of way was declared surplus.**
- **This the last remaining parcel of the Lake Youngs Aqueduct right of way to be sold.**



Lake Youngs Supply Line - Blue

Former Lake Youngs Aquaduct - Red



# Transaction Details

Resolution 27707 states that:

*“Superintendent of Water may initiate the disposal of said right of way by first offering it to abutting property owners at fair market value”*

*Sherrell Development, LLC* is an abutting Property Owner that owns vacant land on both sides of SPU’s parcel

Sherrell is interested in developing its property and approached SPU with an Offer to Purchase

SPU and Sherrell agreed to terms and fair market value, based on a professional appraisal

# Benefits of Legislation

- Reduces risk, liability & maintenance costs
- Sale price is \$44,625
- Returns the property to productive use and City of Maple Valley tax roll

# QUESTIONS?

**Gerry Caruso**

Real Property Manager

Seattle Public Utilities

206-615-1875 | [gerry.caruso@seattle.gov](mailto:gerry.caruso@seattle.gov)





Legislation Text

---

**File #:** CB 121015, **Version:** 1

---

**CITY OF SEATTLE**

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

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

AN ORDINANCE relating to Seattle Public Utilities; authorizing the acceptance of an easement granted to the City of Seattle and recorded as King County document number 20220817000046 for the installation and operation of a drainage facility on property commonly known as 14100 Westwood Pl NE, King County parcel number 812410-0031; placing the property rights and interests conveyed by the easement under the jurisdiction of Seattle Public Utilities; and ratifying and confirming certain prior acts.

WHEREAS, Seattle Public Utilities (SPU) is charged with addressing public flooding and drainage issues, controlling surface flow on steep slopes and landslide prone areas - and SPU prioritizes the maintenance of drainage within natural drainage courses; and

WHEREAS, SPU identified drainage problems adjacent to 41<sup>st</sup> Ave NE and Westwood Pl NE, that may undermine roadway stability, cause erosion to public and private property, and decrease slope stability; and

WHEREAS, SPU determined the best course of action to resolve the drainage issues was to construct drainage improvements on private property identified as 14100 Westwood Pl NE; and

WHEREAS, the property owner and SPU agreed to terms and fair market value for the easement, based on a professional appraisal; and

WHEREAS, the property owner granted The City of Seattle an easement to install and operate a drainage facility at 14100 Westwood Pl NE; NOW, THEREFORE,

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

Section 1. The City of Seattle accepts the Drainage Easement, recorded under King County Recording number 20220817000046, described in Attachment 1 to this ordinance, and places it under the jurisdiction of

Seattle Public Utilities.

Section 2. Any act consistent with the authority of this ordinance taken prior to its effective date is ratified and confirmed.

Section 3. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

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

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

(Seal)

Attachments:  
Attachment 1 - Drainage Easement

Att 1 - Drainage Easement  
V1

# ATTACHMENT 1

Recorded Requested By And  
When Recorded Mail To:

Pree Carpenter  
City of Seattle SPU – DWW  
700 5<sup>th</sup> Ave, Suite 4900-RPS  
PO Box 34018  
Seattle WA 98124-4108

## DRAINAGE EASEMENT

Grantor (insert correct title):.....	Hong Zhang and Xiang Chen, a married couple
Grantee (insert correct title):.....	City of Seattle
Legal Description (abbreviated).....	ptn Lot 3, Blk 2, Sunrise Terrace Pk, Vol 45 Pg 4
Assessor's Tax Parcel ID#:.....	812410-0031
Reference No(s):.....	na

**SPU R/W # 2021-013-001**

THIS EASEMENT granted this 28 day of May, 2022 by **Hong Zhang and Xiang Chen, a married couple** ("Grantor"), to the City of Seattle ("City"), a municipal corporation of the State of Washington, acting by and through its Seattle Public Utilities Department ("SPU") ("Grantee").

WHEREAS: SPU, in its charge to resolve public flooding and drainage problems, and to assure proper surface water drainage flow control over and around steep slopes and landslide prone areas, endeavors to resolve public drainage concerns within 41<sup>st</sup> Ave NE and Westwood Pl NE, and

WHEREAS, SPU strives to maintain drainage within its natural drainage courses, and

WHEREAS, both Parties acknowledge that no action by the City contemplated in the Plans, if the Plans are complied with, has the potential to undermine roadway stability, cause erosion to public and/or private property, and decrease slope stability, and

WHEREAS, the Grantors are property owners of the private property parcel listed below,

BE IT RESOLVED that this Easement Agreement addresses the concerns of the Parties involved, and

WITNESSETH: Grantor, for and in consideration of the sum of Twenty Thousand Dollars (\$20,000.00), and other valuable consideration, receipt of which is hereby

Att 1 - Drainage Easement  
V1

acknowledged, hereby conveys and grants to Grantee and its successors and assigns, an Easement ("Easement") to install, construct, reconstruct, erect, alter, improve, repair, operate and maintain one 12-inch diameter surface-mounted stormwater culvert pipe, pursuant to the City's approved Utility and Restoration Plan #265-487 for Street Use Permit Number SUUMP0000197 issued October 18, 2021 (the "Plans"), over, under, through, across, along and upon the following described real property located in King County, Washington:

Legally described as Parcel B on Exhibit A, a copy of which is attached and incorporated herein, hereto in the precise 10 foot wide strip of land legally described in Exhibit A as the Legal Description Drainage Area From Tax Parcel No. 8124100031 and depicted on Exhibit B, a copy of which is attached and incorporated herein (the "Easement Area").

Grantee, its employees, agents, contractors, subcontractors, consultants, representatives and/or licensees shall have the right without prior institution of any suit or proceeding at law, to enter upon said Easement Area for the purposes herein described, and in accordance with the City's Plans, without incurring any legal obligation or liability therefore, and except as provided herein, Grantee shall not be responsible for the restoration or repair of any of Grantor's improvements destroyed or damaged by aforesaid facilities, and further EXCEPTING, that where excavation is required in paved areas, Grantee shall backfill and restore the area using standard City roadway patching procedures.

During and after construction, while this proposed drainage pipe system remains in service, the City shall reestablish roadway stability with a new rock buttress and newly restored roadway pavement. The City shall continue regular roadway and utility maintenance to protect the roadway edge and water service lines at the (pre-project) culvert outlet. The Parties recognize that erosion at the (pre-project) culvert outlet has the potential to undermine the edge of Westwood Ave NE and compromise the water service pipes that run under the roadway. The City shall install the rock buttress as provided in the Plans; provided however, if further instability ensues in this area, the City shall comply with best practices to ensure its engineer's intentions are put into place and shall update the Plans if necessary to address any instability created by the City's construction.

Grantor shall have the right to use said property in any way and for any other legal purpose not inconsistent with the rights herein granted.

Grantor hereby agrees that no building, fence, wall, rockery, trees, shrubbery or obstruction of any kind shall be erected or planted, or any fill material will be placed within the boundaries of said Easement Area without the written permission of the City of Seattle's GM/CEO of Seattle Public Utilities or their designee.

Att 1 - Drainage Easement  
V1

Grantor agrees to allow the City, its agents or assigns, the temporary use of such additional area immediately adjacent to said Easement Area, as shall be required for the construction, reconstruction, maintenance and operation of said drainage culvert facilities pursuant to the Plans. Said area will be returned to as good a condition as it was immediately before the property was entered upon by the City or its agents. Nothing in this paragraph shall be construed to authorize Grantee to install anything other than one 12-inch diameter surface-mounted stormwater pipe.

In an emergency Grantee shall have the right to close the Easement Area and to cut into any private roadway without prior notice.

Grantor waives any present or future claim against Grantee relating to hazardous substances, pollutants, or contaminants, and shall indemnify and defend Grantee from any such claim, including enforcement action by a regulatory agency, unless the hazardous substances, pollutants or contaminants result from Grantee's operations.

Notwithstanding anything to the contrary herein, Grantee shall not construct or install any improvements on or in the Easement Area that exceed three feet in height above the currently existing levels of the Property.

To the extent allowed by law, including but not limited to RCW 35.32A.090 and RCW 4.24.115, Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any and all claims, demands, suits, damages, loss or liability, including attorney's fees and costs of suit, arising from Grantee's exercise of the rights granted herein except to the extent such claims, demands, suits, damages, loss or liability arise out of the negligence of Grantor. Grantee expressly and specifically waives its immunity and defenses under the industrial insurance provisions of Title 51 RCW, which waiver is solely for the purpose of giving full force and effect to the foregoing indemnity. This waiver has been mutually negotiated by the parties.

Subject to SPU's prior approval, which shall not be unreasonably withheld, Grantor or its successor shall have the right to move Grantee's 12-inch pipe at any time in the future to another location on the Property, whether or not the new location is outside the Easement Area, so long as the function of and access to said pipe is not diminished and the pipe outlet is maintained at its approximate same post-construction location within Grantee's right of way.

Subject to SPU's prior approval, which shall not be unreasonably withheld, Grantor or its successor shall have the right to build over the Easement Area (e.g. a cantilevered residence) so long as the function of and maintenance access to Grantee's 12-inch pipe system is not diminished, and Grantee retains the right, privilege and authority to install, construct, reconstruct, erect, alter, improve, repair, operate and maintain one 12-inch diameter surface-

Att 1 - Drainage Easement  
V1

mounted stormwater culvert pipe within the Easement Area provided capacity needs of the system remain met, as determined by the Grantee.

In addition, Grantor acknowledges it will comply with any other laws or government regulations regarding improvements in environmentally critical areas, as and if applicable to the Property, including obtaining any required permits and approvals from government agencies. If Grantor exercises this right, Grantor shall move Grantee's pipe system at Grantor's sole cost and expense. If Grantor exercises this right and the pipe system is moved outside the Easement Area, Grantor, at Grantors cost, has the right to, and shall, amend this Drainage Easement with a new legal description and new map (Exhibit B) to reflect the new Easement Area with the written permission of the City of Seattle's Real Property Manager of Seattle Public Utilities or their designee.

This agreement and each of the terms, provisions, conditions and covenant herein, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

The term of this Easement shall commence upon the giving by SPU of at least two weeks prior written notice that construction of the project will commence, and will only terminate if SPU abandons the portion of the culvert on Grantor's property. Grantor is not entitled to receive additional payments for the Easement beyond what is agreed upon herein.

**GRANTOR: Hong Zhang and Xiang Chen, a married couple**

By:   
\_\_\_\_\_  
Hong Zhang

  
\_\_\_\_\_  
Xiang Chen

(Notary blocks on following page.)





Att 1 - Drainage Easement  
V1

**EXHIBIT A**

**LEGAL DESCRIPTION FOR DRAINAGE EASEMENT  
FROM TAX PARCEL NO. 8124100031**

A 10.00 foot-wide strip of land across a portion of the below described PARENT PARCEL, lying within GOV'T Lot 1, Section 22 Township 26 North, Range 4 East, W.M., King County, Washington, the sidelines of said 10.00 foot-wide strip lying parallel to and 5.00 feet on either side of the following described centerline:

Commencing at the northwest corner of the below described **PARCEL B**, said point also lying on the southerly margin of 41<sup>st</sup> Ave NE; thence southeasterly along said southerly margin and the arc of a 165.00 foot radius curve, concave northeasterly, from which the radius point bears North 35°58'13" East, through a central angle of 14°58'09" an arc distance of 43.11 feet to the POINT OF BEGINNING of said centerline; thence leaving said southerly margin along a 62.00 foot radius non-tangent curve, concave southeasterly, from which the radius point bears South 75°30'48" East, through a central angle of 25°27'27" an arc distance of 27.55 feet to a point of reverse curvature for a 50.00 foot radius curve, concave southwesterly, thence along said curve through a central angle of 25°53'15" an arc distance of 22.59 feet; thence South 14°55'00" West, 33.44 feet; thence South 04°21'44" West, 34.90 feet, more or less, to a point on the northerly margin of Westwood PL NE and the terminus of said centerline description, the sidelines of said 10.00 foot-wide strip to be extended or shortened to terminate at said southerly margin of said 41<sup>st</sup> Ave NE and at said northerly margin of Westwood PL NE, containing 1,184 square feet, more or less.

**PARCEL B**

THAT PORTION OF LOT 3, BLOCK 2, SUNRISE TERRACE PARK, AS RECORDED IN VOLUME 45 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON, AS DESCRIBED IN STATUTORY WARRANTY DEED RECORDED UNDER RECORDING NUMBER 20210316003343, RECORDS OF KING COUNTY, WASHINGTON, FURTHER DESCRIBED AS FOLLOWS:

Att 1 - Drainage Easement  
V1

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT, SAID CORNER BEING ON A 165 FOOT RADIUS CURVE CONCAVE TO THE NORTH, A RADIAL AT SAID CORNER BEARING NORTH 06°08'47" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE AND NORTH LINE OF SAID LOT, A DISTANCE OF 85.89 FEET TO A POINT OF TANGENCY; THENCE SOUTH 19°03'38" WEST 106.02 FEET TO THE SOUTHERLY LINE OF SAID LOT; THENCE SOUTH 58°19'15" EAST ALONG SOUTHERLY LINE 68.08 FEET TO A POINT OF CURVATURE OF A 209.05 FOOT RADIUS CURVE TO THE RIGHT, THENCE ALONG SAID CURVE AND SOUTHERLY LOT LINE 8.92 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE NORTH 55°09'47" EAST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 67.53 FEET TO THE MOST EASTERLY CORNER THEREOF; THENCE NORTH 05°33'55" WEST 72.06 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: NORTH 54°01'47" WEST, CENTERLINE OF 41<sup>ST</sup> AVE NE, AS DESCRIBED IN STATUTORY WARRANTY DEED RECORDED UNDER RECORDING NUMBER 20210316003343, RECORDS OF KING COUNTY, WASHINGTON.



Att 1 - Drainage Easement  
VI

**Consent of Lien Holder**

Wells Fargo Bank, N.A. ("Lien Holder"), is the current holder of a Deed of Trust dated March 16, 2021 as recorded in Instrument No. 20210316003344, Book/Page N/A Pg N/A hereby consents to the grant of the foregoing Drainage Easement dated May 28, 2022 and signed by Hong Zhang and Xiang Chen, a married couple and joins in the execution hereof solely as Lien Holder and hereby does agree that in the event of the foreclosure of said mortgage, or other sale of said property described in said mortgage under judicial or non-judicial proceedings, the same shall be sold and the same is hereby deemed to be sold subject to said Easement.

SIGNED AND EXECUTED this 28 day of July, 2022

Wells Fargo Bank, N.A.

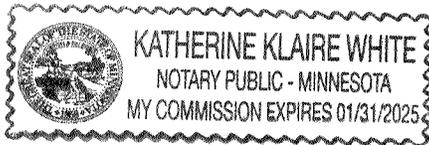
By: *David B. Johnson*  
Name: **David B. Johnson**  
Title: **VICE PRESIDENT**

State of Minnesota  
County of Hennepin

This instrument was acknowledged before me on 7-28-2022 (date)  
by David B. Johnson (name(s) of person(s) as  
VICE PRESIDENT (type of authority, e.g., officer,  
trustee, etc.) of Wells Fargo Bank, N.A., a national banking association.

(Stamp)

*Katherine Klaire White*  
Signature of notarial officer **Katherine Klaire White**  
Notary Public  
My commission expires: 01-31-2025



## SUMMARY and FISCAL NOTE

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Seattle Public Utilities	Robert Gambill	Akshay Iyengar

### 1. BILL SUMMARY

**Legislation Title:** AN ORDINANCE relating to Seattle Public Utilities; authorizing the acceptance of an easement granted to the City of Seattle and recorded as King County document number 20220817000046 for the installation and operation of a drainage facility on property commonly known as 14100 Westwood PI NE, King County parcel number 812410-0031; placing the property rights and interests conveyed by the easement under the jurisdiction of Seattle Public Utilities; and ratifying and confirming certain prior acts.

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

Seattle Public Utilities identified a stormwater drainage problem on 41<sup>st</sup> Ave NE, which threatened to undermine and cause erosion to public and private property. The utility determined it needed to install facilities within an easement on private property, located at 14100 Westwood PI NE, to mitigate flooding and improve drainage. SPU and the property owner agreed to terms and a fair market value of \$20,000 for the easement and the property owner granted an easement to the City. This proposed ordinance would authorize acceptance of that easement.

### 2. CAPITAL IMPROVEMENT PROGRAM

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

### 3. SUMMARY OF FINANCIAL IMPLICATIONS

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

#### 3.d. Other Impacts

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

**If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.** The \$20,000 to purchase this easement came from existing budget in the CIP: Master Project C343402, Small Landslide Projects.

**Please describe any financial costs or other impacts of *not* implementing the legislation.**  
NA. The drainage improvements which rely on this easement have been constructed.

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

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

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

No

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

No

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

Yes. See Exhibits A and B attached.

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

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

This work will have no impact on vulnerable or historically disadvantaged communities. The property is currently occupied by a single-family home.

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

NA

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

NA

**e. Climate Change Implications**

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

The legislation will not increase carbon emissions.

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

Absent the drainage improvements built within this easement, increasing frequency and intensity of storms associated with climate change would accelerate erosion and increase landslide risk within the immediate steep slope area.

- f. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program’s desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?**

NA

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

No

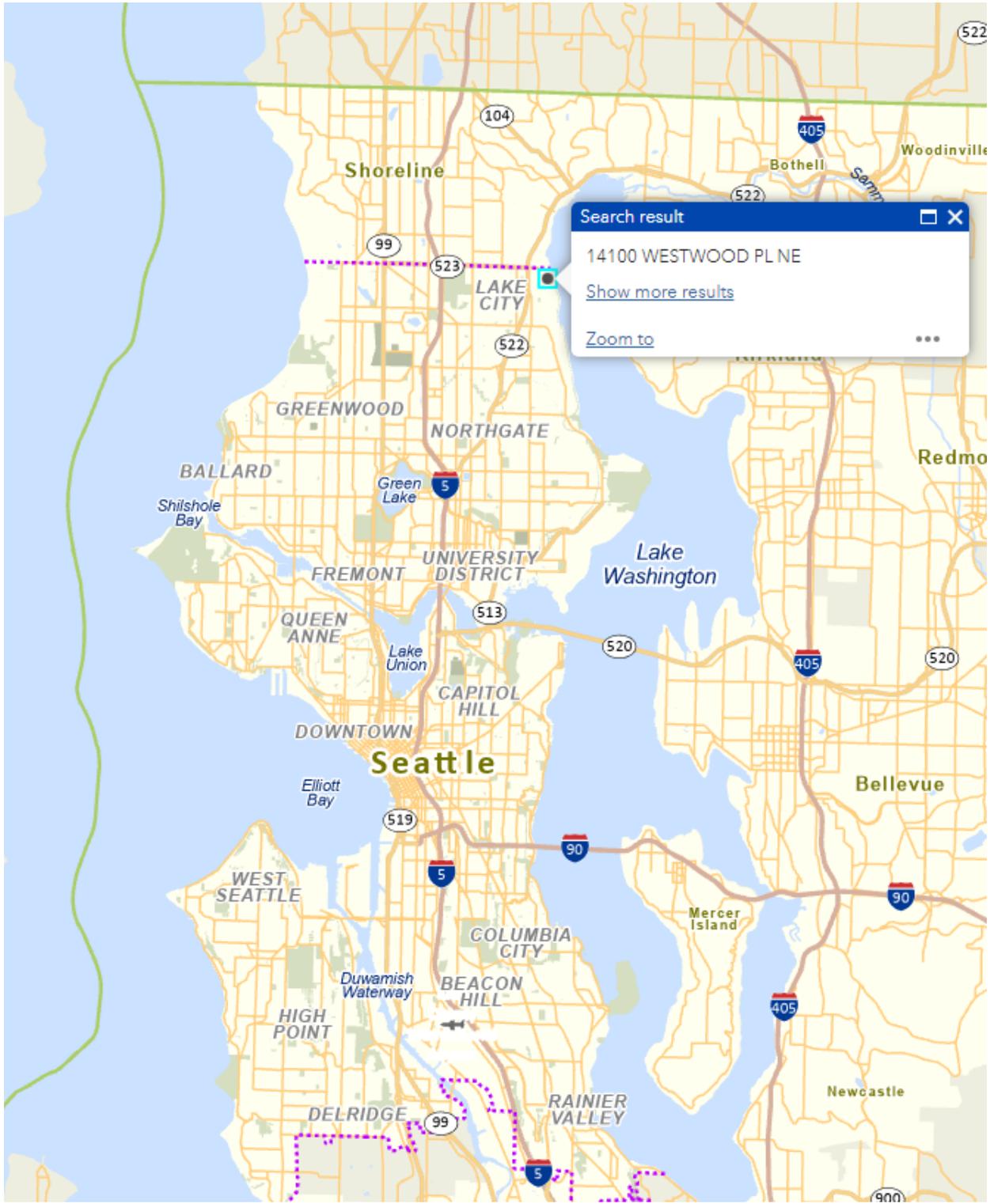
## 5. ATTACHMENTS

### Summary Attachments:

Summary Exhibit A – Vicinity Map

Summary Exhibit B – Site Map

Vicinity Map



Site Map

14100 Westwood Place NE, Seattle WA



# Drainage Easement Acquisition Ordinance

Seattle City Council  
Parks, Public Utilities & Technology Committee  
July 9, 2025

14100 Westwood Place NE  
Seattle, WA



# Purpose of Legislation

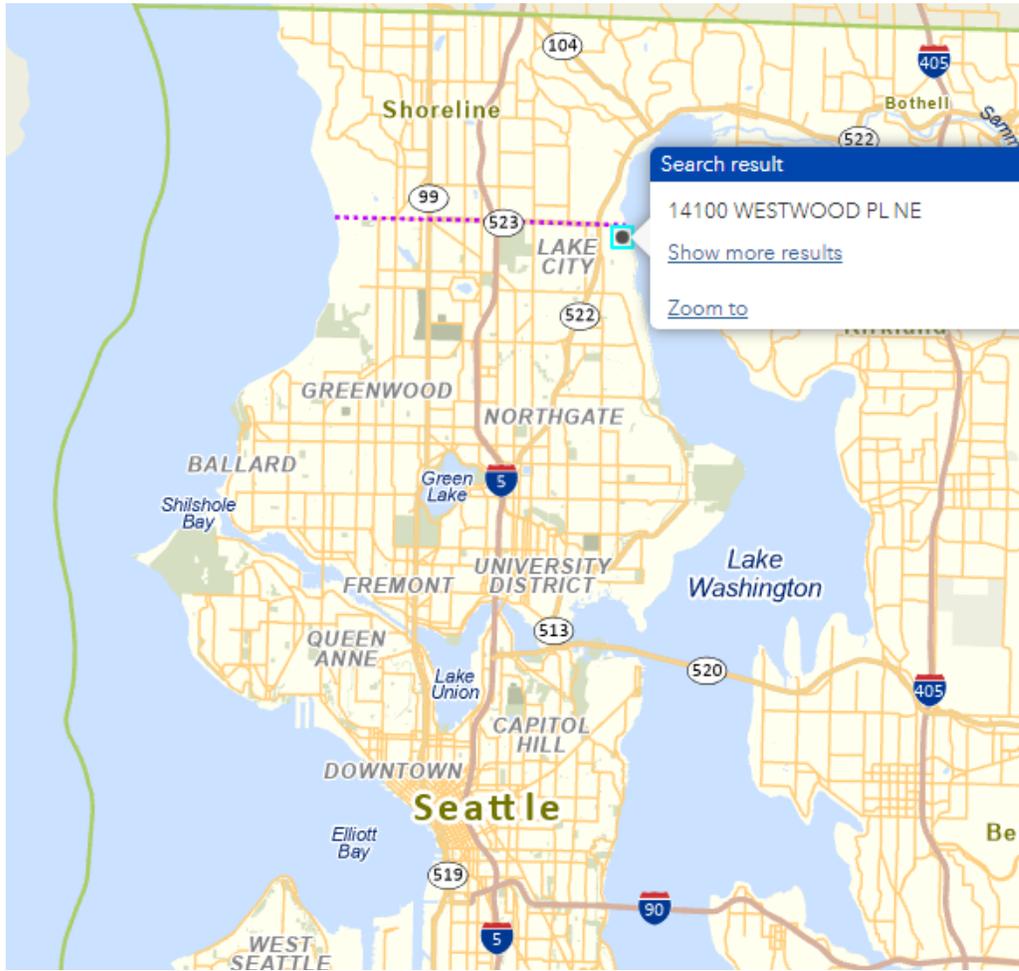
**This legislation authorizes the acceptance of a drainage easement by Seattle Public Utilities.**

Property Address

14100 Westwood Place NE

Seattle, WA

# Regional Location



# Site Location



# BACKGROUND

Stormwater runoff in the vicinity of 14100 Westwood Pl NE had impacted the road and caused erosion to public and private property

## Solution

- SPU installed a drainage pipe & infrastructure on private property
- Property Owner granted SPU a Drainage Easement
  - SPU and the Property Owner agreed to terms and fair market value, based on a professional appraisal.

# Benefits of Legislation

## Reduced Risks, Liability and Costs to SPU

- Mitigate costs of road restoration
- Prevent erosion of public & private property
- Mitigate neighborhood flooding

# Transaction Details

\$20,000 easement acquisition cost

# QUESTIONS?

**Gerry Caruso**

Real Property Manager

Seattle Public Utilities

206-615-1875 | [gerry.caruso@seattle.gov](mailto:gerry.caruso@seattle.gov)

